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**BILL NO. 2019-24**

**ORDINANCE NO. 6697**

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

|                                                          |                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposed by: Robert Summerfield, Director<br>of Planning | Summary: Adopts that certain document<br>entitled "Fifth Amendment and Restatement<br>to the Development Agreement for Skye<br>Canyon Master Planned Community,"<br>regarding property generally located at the<br>northwest corner of Grand Teton Drive and<br>Grand Canyon Drive. |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY  
ORDAIN AS FOLLOWS:

SECTION 1: That certain document entitled "FIFTH AMENDMENT AND  
RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER  
PLANNED COMMUNITY," the substance of which was approved by the City Council on June  
19, 2019, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: Following adoption of this Ordinance, the document adopted by  
Section 1 shall be attached to this Ordinance and recorded in the office of the County Recorder in  
accordance with the provisions of NRS Chapter 278.

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1 The above and foregoing ordinance was first proposed and read by title to the City Council  
2 on the 3<sup>rd</sup> day of July, 2019, and referred to a committee for recommendation; hereafter  
3 the committee reported favorably on said ordinance on the 7<sup>th</sup> day of August, 2019, which  
4 as a regular meeting of said Council; that at said regular meeting, the proposed ordinance  
5 was read by title to the City Council and adopted by the following vote:

6 VOTING "AYE": Mayor Goodman and Councilmembers Anthony, Fiore, Diaz,  
7 Knudsen and Seaman

8 VOTING "NAY": None

9 EXCUSED: Crear

10 ABSTAINED: None

11  
12  
13 APPROVED:

14   
15 CAROLYN G. GOODMAN, Mayor

16 ATTEST:

17   
18 LUANN D. HOLMES, MMC City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

RECEIVED  
CITY CLERK

LV CITY CLERK  
495 S MAIN ST  
LAS VEGAS NV 89101

Account # 22515  
Ad Number 0001060041

2019 JUL 29 A 10:42

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 07/25/2019 to 07/25/2019, on the following days:

07 / 25 / 19

BILL NO. 2019-24

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:  
Robert Summerfield,  
Director of Planning

Summary: Adopts that certain document entitled "Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive.

At the City Council meeting of  
July 3, 2019

BILL NO. 2019-24 WAS READ BY  
TITLE AND REFERRED TO A  
RECOMMENDING COMMITTEE

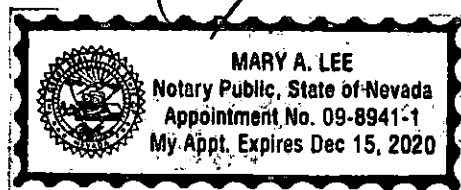
COPIES OF THE COMPLETE  
ORDINANCE ARE AVAILABLE FOR  
PUBLIC INFORMATION IN THE  
OFFICE OF THE CITY CLERK, 2ND  
FLOOR, 495 SOUTH MAIN  
STREET, LAS VEGAS, NEVADA

PUB: July 25, 2019  
LV Review-Journal

*[Signature]*  
/s/ \_\_\_\_\_  
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 25th day of July, 2019

Notary



**AFFIDAVIT OF PUBLICATION**

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

RECEIVED  
CITY CLERK

2019 AUG 19 P 12:49

LV CITY CLERK  
495 S MAIN ST  
LAS VEGAS NV 89101

Account # 22515  
Ad Number 0001063271

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 08/10/2019 to 08/10/2019, on the following days:

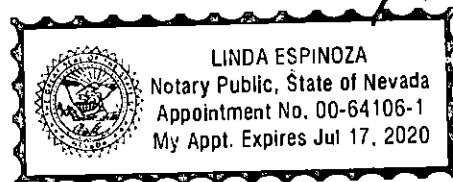
08 / 10 / 19

  
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 12th day of August, 2019

Notary





|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>BILL NO. 2019-24<br/>ORDINANCE NO. 6697</p> <p>AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.</p> <p>Proposed by:<br/>Robert Summerfield,<br/>Director of Planning</p> <p>Summary: Adopts that certain document entitled "Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive.</p> <p>The above and foregoing ordinance was first proposed and read by title to the City Council on the 3rd day of July, 2019, and referred to a committee for recommendation; thereafter the committee reported favorably on said ordinance on the 7th day of August, 2019, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:</p> <p>VOTING "AYE": Mayor Goodman and Councilmembers Fiore, Anthony, Knudsen, Seaman and Diaz<br/>VOTING "NAY": NONE<br/>EXCUSED: Councilman Crear</p> <p>COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 2ND FLOOR, 495 SOUTH MAIN STREET, LAS VEGAS, NEVADA</p> <p>PUB: August 10, 2019<br/>LV Review-Journal</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**FIFTH AMENDMENT AND RESTATEMENT TO THE  
DEVELOPMENT AGREEMENT  
FOR SKYE CANYON MASTER PLANNED COMMUNITY**

**THIS FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY** ("Agreement") is made and entered into this 14<sup>th</sup> day of August, 2019 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and KAG Property, LLC, a Delaware limited liability company ("KAG" or "Master Developer"). The City and Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties".

#### **RECITALS**

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. City and Kyle Acquisition Group, LLC, the original owner, entered into a development agreement with respect to the development of the Original Property, which became effective on August 8, 2007 (the "Original Agreement").

C. Wachovia Bank, acting as the managing creditor of 41 total creditors, foreclosed on the Original Property on September 23, 2008. KAG was formed to own the Original Property.

D. City and KAG entered into the First Amendment and Restatement to the Development Agreement on February 1, 2012 (the "First Restatement").

E. On October 31, 2013, KAG recorded a Declaration of Covenants, Conditions and Restrictions Concerning Future Use and Development of Real Property with Reverter ("CC&R") as Instrument # 201206260000001 on the Original Property. Section 3.8 of the CC&R specifically appoints KAG as the attorney-in-fact to all Subsequent Owners (as defined therein) to, among other things, execute, acknowledge, record (as applicable) certain instruments and writings including, but not limited to, modifying and amending the First Restatement, as the same may be modified, amended or restated from time to time (the "Development Agreement").

F. The owners of the Original Property on the date of this Agreement are KAG Development South, LLC, a Delaware limited liability company ("KAGDS"); KAG Development West, LLC a Delaware limited liability company ("KAGDW"); Eastland, LLC, a Delaware limited liability company ("Eastland"); Section 12, LLC, a Delaware limited liability company ("Section 12"); Northland, LLC, a Delaware limited

liability company ("Northland"); MF Land, LLC, a Delaware limited liability company ("MF Land"); East of 95, LLC, a Delaware limited liability company ("East 95"); and G Land, LLC, a Delaware limited liability company ("G Land"). KAGDS, KAGDW, Eastland, Section 12, Northland, MF Land, East 95, and G Land, and their successors and assigns, may be collectively referred to as "Owner". Owner acquired the Original Property subject to the CC&R.

G. KAGDS transferred ownership of certain portions of the Property to "Designated Builders" (as defined below).

H. KAG has been duly appointed as the attorney-in-fact to Owner in accordance with the CC&R.

I. The Parties entered into the Second Amendment and Restatement of the Development Agreement effective July 15, 2015 and recorded as instrument number 20150723-0001557.

J. The Parties entered into the Third Amendment and Restatement of the Development Agreement effective November 17, 2016 and recorded as instrument number 20161117-0000713, which was subsequently amended by the First Amendment to Third Amendment and Restatement to the Development Agreement, adopted by Ordinance No. 6614 on April 4, 2018, and recorded as instrument number 20180411-0002905 (the "Third Restatement").

K. The Parties entered into the Fourth Amendment and Restatement of the Development Agreement effective <sup>1-16-19</sup> ~~1-16-19~~ and recorded as instrument number <sup>20190516-0000832</sup> ~~20190516-0000832~~ (the "Fourth Restatement"). Pursuant to the Fourth Restatement, the Property, which is generally located southwest of Interstate 95, was subjected to certain terms and conditions that differ from the terms and conditions applicable to that portion of the Original Property that is not included in the Property described on Exhibit "A" hereto, which is generally located northeast of U.S. 95 (the "EASTLAND Property").

L. Concurrently with the recording of the Fourth Restatement, the Parties entered into a Development Agreement for EASTLAND, which was recorded against the EASTLAND Property (the "EASTLAND Development Agreement"). The terms and conditions of the Fourth Restatement bind only the Property, and the terms and conditions of the EASTLAND Development Agreement bind only the EASTLAND Property. The Fourth Restatement and the EASTLAND Development Agreement each may be amended or modified independently from the other agreement.

M. Owner and certain Designated Builders are the legal owners of the Property currently subject to the Fourth Restatement.

N. The Parties desire to amend, incorporate, restate and supersede the Fourth Restatement, in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law, as set forth in this Fifth Amendment.

O. The Parties agree it is important to have a sole point of contact to facilitate the development of the Community under the terms of this Agreement. Master Developer has appointed Ninety Five Management, LLC, a Nevada limited liability company ("Development Manager") to act on behalf of the Master Developer on all matters as it relates to any communications with the City regarding the obligations and responsibilities of the Master Developer under this Agreement. Master Developer may designate a new Development Manager by providing written notice to City.

P. The Parties acknowledge that this Agreement will further the goals and values of City as provided by (i) Resolution R-176-2004 adopted by the City Council, (ii) City's Centennial Hills Sector Plan and (iii) the Las Vegas 2020 Master Plan.

Q. The Parties further acknowledge that this Agreement will (i) provide for public services, public uses and urban infrastructure, (ii) promote the health, safety and general welfare of City and its inhabitants, (iii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iv) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (v) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

R. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of City infrastructure by a developer with significant economic resources and experience in the development process.

S. Master Developer understands and acknowledges that there are insufficient public services available in order to properly construct and populate the Community. Subject to the terms and conditions of this Agreement, Master Developer agrees to provide those necessary public services,

facilities and infrastructure improvements on the Property and outside the Property as specifically provided for herein.

T. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

U. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

V. The City Council, having determined that this Agreement is in conformance with Resolution R-176-2004, the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on \_\_\_\_\_, 2019, and after a subsequent public hearing to consider the substance of this Agreement on \_\_\_\_\_, 2019, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **SECTION ONE**

### **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability



company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this Fifth Amendment and Restatement to the Development Agreement -- Skye Canyon and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Alcohol Related Uses" means any alcohol uses as defined in the UDC and Ordinance 6266, as accepted by the Master Developer on May 8, 2018.

"Applicable Rules" means and refers to:

- (a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;
- (b) This Agreement;
- (c) The Skye Canyon Design Guidelines; and
- (d) The term "Applicable Rules" does not include:
  - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
  - (ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
  - (iii) Any applicable state or federal law or regulation.

"BLM" means the Bureau of Land Management.

"Building Codes" means the development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

"CCRFCD" means the Clark County Regional Flood Control District.

"CCSD" means the Clark County School District.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC. The term does not include the Kyle Canyon engineered drawings contained in the Skye Canyon Design Guidelines.

"City Manager" means the person holding the position of City Manager at any time or their designee.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements provided for or constructed thereupon.

"Designated Builder" means any legal entity other than Owner that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner and their Affiliates in their capacity as developer or land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel within the Community. Any entity that is an Affiliate of Master Developer or Owner may become a Designated Builder if Master Developer notifies City Manager in writing that such entity intends to construct vertical improvements on a Development Parcel. Without limiting the foregoing, the following (or their respective permitted assigns) are Designated Builders: PN II, Inc., a Nevada corporation, dba Pulte Homes of Nevada ("Pulte"), Woodside Homes of Nevada, LLC, a Nevada limited liability company ("Woodside"), Century Communities of Nevada, LLC, a Delaware limited liability company ("Century"), Pardee Homes of

Nevada, a Nevada corporation ("Pardee") Skye Canyon Marketplace, LLC, a Delaware limited liability company ("Marketplace"), TA Las Vegas SR, LLC, a Delaware limited liability company ("TALV"), Grand Canyon Village, LLC, a Nevada limited liability company ("GCV"), and Smith's Food & Drug Centers, Inc., an Ohio corporation ("Smith's"). A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on the land use entitlements provided herein. Each Designated Builder will work closely with the Master Developer to ensure the Community is developed in accordance with this Agreement.

"Designated Builder Parcel" means any real property within the Community owned by a Designated Builder.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Phase" means separate development areas of the Property described on Exhibit "B" hereto.

"Development Phase Map, Final" means any final map recorded on the Property after the recordation of this Agreement and excludes the final map recorded in Book 147 Page 71 of Plats as "Parent Final Map of Skye Canyon Phase 1" and final maps for individual Designated Builder Parcels. The Phase Development Final Maps shall be submitted by the Master Developer in conformance to the Development Phase described on Exhibit "B".

"Development Phase Subdivision Map, Final" means any individual subdivision map located within a Development Phase that is submitted by Master Developer or a Designated Builder and approved by the City for recordation.

"Director of Planning" means the Director of the City's Department of Planning or their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or their designee.

"Donated Fire Station Site" means Parcel 2.34 as shown on the Master Land Use Plan that will be utilized to construct a Fire Station to be owned or controlled by the City pursuant to Section 5.02.

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the

execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or a Designated Builder for any land use approval including, without limitation, a tentative or final subdivision map.

"Final Inspection" means date of approved final inspection for a residential home to be occupied.

"Fire Station" means a building used for fire personnel and equipment.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

- (a) Specify areas of less than two hundred (200) acres in size where the Master Developer intends to perform rough grading operations;
- (b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;
- (c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;
- (d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at pod boundaries and at drainage basin boundaries, or more frequently;
- (e) Identify locations and heights of potential stock piles; and
- (f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning shall consider the plan for the aesthetic aspects of the plan. The intent of the document is to establish rough grade elevations for both roadways and Development Parcels such that significant unanticipated grade and earthwork differences do not occur at the time of development of individual subdivisions.

"Grading Plan Specific", which accompanies the Technical Drainage Study, means a detailed

grading plan for a development site within the Community to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means KAG Property, LLC, a Delaware limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study to be approved by the Director of Public Works prior to the recordation of each Development Phase Final Map, including updates required by the City when changes to the conditionally approved study are proposed that must also be approved by the Director of Public Works attached hereto as Exhibit "G".

"Master HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community.

"Master Land Use Plan" means the approved site plan for the Community, which is Exhibit "F".

"Master Sanitary Sewer Study" means the comprehensive study to be approved by the Director of Public Works prior to the recordation of each Development Phase Final Map, including updates required by the City where changes to the approved densities or layout of the development are proposed that would impact downstream pipeline capacities and that may result in additional required Off-Property sewer improvements.

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Master Sanitary Sewer Study.

"Master Traffic Study" means the comprehensive study and any required updates to be approved by the Director of Public Works prior to the recordation of each Development Phase Final Map attached hereto as Exhibit "G".

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power,

street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements within common lots of the Master Developer or of the Designated Builder Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Utility Plan may include the EASTLAND Property provided that any update will be considered an update for both the Property and the EASTLAND Property. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, except easements for existing NV Energy facilities constructed pursuant to BLM grants, and Master Developer shall separately require Designated Builder to disclose the existence of such facilities located on (or in the vicinity of) any affected residential lots, and easements necessary for existing and future LVVWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"Off-Site Improvements" means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

"Original Property" means that certain 1661.95 gross acres of real property that was the subject of the Third Restatement.

"Owner" has the meaning given in Recital F of this Agreement, provided that a person shall be an Owner for purposes of this Agreement only for so long as such person owns a fee interest in the Property subject to this Agreement.

"Parent Map, Tentative" means a preliminary subdivision map of the Property that is the first discretionary request by the Master Developer to legally subdivide the Property pursuant to the provisions of NRS 278 and the UDC. Such map shall delineate all areas to be subdivided, including roadways and related necessary rights-of-way, easements and common areas. Furthermore, such map shall not include any individual residential lots.

"Parks Agreement" has the meaning given in Section 6.01 of this Agreement.

"Party," when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means Master Developer and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Department of Planning of the City of Las Vegas.

"Property" means that certain 1,032.72 gross acres of real property that is the subject of this Agreement. The legal description of the Property is set forth at Exhibit "A".

"RTC" means the Regional Transportation Commission of Southern Nevada.

"SNHD" means the Southern Nevada Health District.

"Standard Improvements" as this definition relates to Section Five, herein, means any and all Off-Site Improvements including, but not limited to, streets, sewers, sidewalks, curbs, gutters, storm drains streetlights and trails required in the Parks Agreement.

"Subdivision Map" means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, tentative and development phase final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or

tentative or final residential subdivision maps, for all or a portion of the Community.

"Sub-HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community and is subordinate to the Master HOA.

"Skye Canyon Design Guidelines" means the Skye Canyon Development Standards and Architectural Skye Canyon Design Guidelines, which have been prepared by Master Developer and reviewed and approved by City as a part of this Agreement, attached hereto as Exhibit "M".

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual, to:

- (a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;
- (b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;
- (c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns;
- (d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame; and
- (e) Identify the future elevations of roadways.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Telecommunication Facility" means a wireless tower or antenna.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code attached hereto as Exhibit "S".

"Village Street" means any of those roadways identified as Village Streets that is depicted on Exhibit "L" and which Master Developer is obligated to construct in connection with the development of the Property pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644, sidewalk or trail and landscaping as



indicated on the appropriate cross section in the Skye Canyon Design Guidelines. Prior to installation of the final lift of asphalt, Designated Builders may have access for Designated Builder Parcel underground utility connections.

## SECTION TWO

### APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice thirty (30) days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. Notwithstanding Section 2.02 above, City may increase fees imposed by Ordinance 5644, cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, facility fees, water connection fees or sewer connection fees that uniformly apply to all development in City.

2.04 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.05 City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.06 City Cooperation. City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

### SECTION THREE

#### PLANNING AND DEVELOPMENT OF THE COMMUNITY

##### 3.01 Master Developer and Obligations of and Actions by the Master Developer.

(a) Appointment of Master Developer by Owner. Unlike the Original Agreement and the First Amendment and Restatement where the entirety of the Original Property was owned by one entity, the Original Property now is owned by multiple entities. In order to carry out the intentions of this Agreement and more effectively carry out the terms of this Agreement, the Owner has appointed a representative of the Owner to serve as the Master Developer (as the term is used throughout the Agreement) on behalf of the Owner. The Master Developer shall act pursuant to authority granted to it under a separate agreement with the Owner and pursuant to the existing CC&R recorded against the Property. KAG has been appointed by the Owner to serve on behalf of the Owner as the Master Developer.

(b) Amendment and Restatement. The Fourth Restatement is hereby amended and restated as set forth in this Agreement.

(c) Role and Authority of Master Developer. Except as provided herein, the Parties agree that any communication, consent, approval, waiver, submission or other action by or on behalf of the Owner pursuant to the terms of this Agreement shall be made by the Master Developer. The Master Developer has the express authority to bind the Owner individually with respect to the Property and this Agreement, and the City has no obligation to verify or confirm that any decision made or action taken by Master Developer is acceptable to the Owner or consistent with the Owner's separate agreement and/or the existing CC&R recorded against the Property, including any decision or action of Master Developer that might or could impact Owner, unless and until the City has received written notice from the Owner certifying that (A) KAG (or any successor Master Developer) is no longer authorized to represent the Owner as Master Developer under this Agreement and (B) a successor Master Developer has been appointed by the Owner to serve as the Master Developer under this Agreement on behalf of the Owner, together with the name and contact information for such successor Master Developer.

(d) Effect of Breach or Default by Master Developer. The Parties acknowledge that the Master Developer is serving as the representative of the Owner. If Master Developer breaches this

Agreement or fails to perform any of its obligations hereunder after receiving written notice from the City of such failure or default in accordance with this Agreement, the City, shall have the right to exercise any and all rights and remedies available to the City with respect to such default, subject to the terms and conditions of this Agreement.

(e) Appointment of a Development Manager. The Parties recognize the effectiveness of having a single point of contact for the City and the various departments or governmental agencies to facilitate the development of the Community under the terms of this Agreement. Therefore, Master Developer has appointed the Development Manager to act on behalf of the Master Developer on all matters relating to any communications with the City regarding the obligations and responsibilities of the Master Developer under this Agreement. Master Developer may designate a new Development Manager by providing written notice to City.

3.02. Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Community, the density of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of dwelling units within the Community shall not exceed five thousand two hundred (5,200).

(b) Permitted Unit Types. The types of buildings and dwelling units permitted in the Community are as set forth in the Skye Canyon Design Guidelines.

(c) Density. The maximum density permitted on the Property shall be as set forth in the Skye Canyon residential land use table and the related Master Land Use Plan, both of which are attached as Exhibit "F" to this Agreement. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel so long as all the terms and conditions of the Skye Canyon Design Guidelines that relate to product density and product type are observed.

(d) Maximum Height and Size of Structures. The maximum height and size of structures within the Community is as set forth in the Skye Canyon Design Guidelines.

(e) Land Uses. City acknowledges and agrees that the land use categories allowed within the Community are designated on the Master Land Use Plan and the uses permitted within each category

are as described in this Agreement and the Skye Canyon Design Guidelines. The Skye Canyon Design Guidelines are attached as Exhibit "M".

(f) Proximity Restrictions. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the Community are best promoted and protected by requiring that a Special Use Permit be obtained for all Alcohol Related Uses. Uses defined by "Alcohol Related Uses" shall have no specified spacing requirements between similar and protected uses.

3.03 [Intentionally omitted.]

3.04 Phasing of Construction.

(a) Generally. While Master Developer has the sole discretion to decide the commencement date for development of the Community and any improvements therein, Master Developer agrees to construct certain improvements that are a direct public benefit in coordination with the development milestones set forth in this Section 3.04 and in the Parks Agreement.

(b) Phasing Map. Attached hereto as Exhibit "B" is a map of the Community that generally describes the phases of construction of the Community. The phases may be revised by Master Developer as necessary to address the residential market demands. Revisions shall be coordinated with the Director of the City's Department of Planning and the Director of Public Works. Prior to the submittal of each Development Phase Map, Master Developer will submit a draft phasing schedule to City.

(c) Phasing Schedule. Master Developer shall complete the construction of all Village Streets within a Development Phase as follows:

A minimum of two lanes of asphalt pavement on the Village Street providing the main access to a particular Designated Builder Parcel, and a working sanitary sewer connection that has been accepted by the City shall be in place prior to Final Inspection of any dwelling units within that Designated Builder Parcel. Permanent improvements on all major access Village Streets shall be substantially constructed as determined by the Director of Public Works prior to issuance of any building permits beyond fifty percent (50%) of all units within that Designated Builder Parcel. In addition, a roadway network to the boundary of this Designated Builder Parcel must be completed such that both vehicular and pedestrian access is provided.

All Off-Site Improvements adjacent to that Designated Builder Parcel which will reasonably be used by residents of that parcel, shall be substantially constructed as determined by the Director of Public Works, prior to issuance of building permits beyond seventy-five percent (75%) of all units within that Designated Builder Parcel. The above thresholds notwithstanding, all adjacent Village Streets shall be substantially complete as determined by the Director of Public Works within twenty-four (24) months of the commencement of construction of such adjacent Village Streets or as amended with the traffic study phasing plan. All required landscaping along streets adjacent to the Designated Builder Parcel will be complete within two (2) months of the Final Inspection of the final unit in that Designated Builder Parcel.

(d) Site Grading. Master Developer and any Designated Builder may grade portions of the Property in conformance with the approved Master Drainage Study and applicable Development Parcel Technical Drainage Studies prior to approval of any additional drainage studies provided the Master Traffic Study has been approved, a Master Rough Grading Plan(s) has been approved for the area to be graded, the pertinent Development Phase Final Map is recorded and a completion bond has been posted with the City for the cost of the proposed grading. The completion bond will not exceed one million dollars (\$1,000,000.00) for each Master Rough Grading Plan (i.e. 200 acre area).

(e) Parks. Master Developer shall commence the design and construction of all parks and trails in the Community in accordance with the terms of the Parks Agreement.

(f) Assumption of Responsibility by Multiple Contractors. Permits that are awarded by City for each approved plan set will be based on work to be performed by each contractor. If a plan set includes multiple facets or phases of construction, separate contractors can pull permits. In the event of multiple permits and separate contractors per approved plan, Master Developer will provide City with regular updates identifying the approved permits that have been awarded for each plan.

3.05. Modifications. Modifications are changes that apply permanently to all development in the Community. The Parties agree that modifications are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided herein. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions to accommodate unique situations which are presented to the Master Developer upon

the actual development of the Community. Further, the Parties agree that modifications can change the look, feel and construction of the Community in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification or deviation is the Master Developer entity itself. A request for a modification or deviation shall not be permitted from: a Designated Builder, any other purchaser of real property within the Community, the Master HOA or Sub-HOA.

(a) Applicant. Requests for all modifications may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Skye Canyon Design Guidelines that include:

- (i) changes in architectural styles, color palettes and detail elements.
- (ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses.
- (iii) changes in building materials.
- (iv) changes in landscaping materials, plant palettes, and landscaping detail elements.
- (v) changes in the design of the arroyo(s).
- (vi) changes to the Required Facilities defined in the Parks Agreement attached hereto as Exhibit "D".

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Skye Canyon Design Guidelines may be made to the Director of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in their discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Director of

the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Skye Canyon Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Any application for a modification to the Master Land Use Plan to reconfigure parcels as shown on the Master Land Use Plan is a Major Modification. The Major Modification process is not intended to change land use designations within the Community, but is only meant to allow for flexibility in final parcel configuration. Master Developer may apply for a Major Modification only after the Director of Planning determines in his/her sole discretion that there are no negative impacts to the Community to process such Major Modification. The Major Modification is not intended to act as a mapping action. Pursuant to this Section 3.05(d)(ii), a Major Modification may not be required if the Director of Planning, Director of Public Works and Fire Chief determine that there are no negative impacts to the Community for such request, in which case, the application may be approved administratively.

(iii) Prior to Planning Commission consideration of a Major Modification that increases density in the Community the Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of



Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the Planning Commission hearing. Density increases considered under this Section 3.05(d)(iii) may not exceed the Maximum Units Permitted in Section 3.02(a) of this Agreement.

(iv) Master Developer may request a Major Modification for a Land Use designation change or other related changes to the Land Use Plan.

(v) All actions by the Planning Commission, except changes to the Land Use Plan which must go to City Council, becomes final and effective at the expiration of ten (10) days after the date of the decision, unless, within that period, a member of the City Council requests that the item be reviewed by the Council.

3.06 Deviation to Skye Canyon Design Guidelines. A deviation is an adjustment to a particular requirement of the Skye Canyon Design Guidelines for a particular Designated Builder Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed twenty-five percent (25%) of a particular requirement delineated by the Skye Canyon Design Guidelines. For the sake of clarity, the intent of this section is not to be used as a deviation for the overall Community or entire subdivision(s). The intent of this section is to be used for individual lots or parcels within the Community when technical concerns or hardships exist. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Skye Canyon Design Guidelines on twenty-five percent (25%) or less of the lots in a Designated Builder Parcel, provided that the Director of Planning has the discretion to treat such a request as a Major Deviation or a Minor or Major Modification to the Skye Canyon Design Guidelines if the Director deems such treatment is warranted; or

2) A request for deviation from the following, including but not limited to, particular requirements:

- a) Changes in architectural styles, color palettes and detail elements.
- b) The addition of similar and complementary residential or commercial uses

and architectural styles, color palettes and detail elements to residential or commercial uses.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for buildings, patio covers, courtyards, porches, miradors, casitas, architectural projections as defined by the Skye Canyon Design Guidelines, garages and carriage units.

f) Height of courtyard, retaining or other walls.

g) Lot widths, lot coverage and lot square footage.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Skye Canyon Design Guidelines may be made to the Director of the Department of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Director of the Department of Planning may, in their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(3) Master Developer or Designated Builder may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled

for a hearing at the next available Planning Commission meeting.

(4) Master Developer or Designated Builder may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(5) Except as otherwise provided for herein, a request for a Minor Deviation shall be processed in accordance with procedures applicable to an administrative deviation application, as set forth in subsections (D) to (L), inclusive, of the Las Vegas Municipal Code 19.16.120. Minor Deviations are site specific and shall be processed for each individual lot or parcel.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community, may exceed twenty-five percent (25%) of any particular requirement delineated by the Skye Canyon Design Guidelines but may not exceed ten percent (10%) of the lots in a Designated Builder Parcel.

(i) Planning Commission Approval Required. An application for a Major Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request. All actions by the Planning Commission becomes final and effective at the expiration of ten (10) days after the date of the decision unless, within that period, a member of the City Council files with the City Clerk a written request for the Council to review the approval. An appeal may be filed by the applicant and, with respect to an approval, by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to Code, the City Council may establish one or more fees to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the City's fee schedule. A request to review may be filed by a member of the City Council.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the

next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or Designated Builder requests a deviation from adopted City Infrastructure Improvement Standards or the Kyle Canyon Engineered Details, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.03 (Modifications of Skye Canyon Design Guidelines).

3.07. Entitlement Requests.

(a) Generally. City agrees to cooperate reasonably with Master Developer to:

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies, promptly consider the approval of Entitlement Requests.

(b) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the proper means to legally entitle the Property for eventual development is by way of the Master Developer's application and for a Traditional Development (T-D) Zoning Classification and an approved Traditional Development Community Program for the Property in accordance with the UDC.

The City Council finds that this Agreement, together with the exhibits and attachments, which include the Master Land Use Plan, the Skye Canyon Design Guidelines, and the Master Studies fulfill and accomplish the required submittals pursuant to the T-D zoning district and shall be the basis of any approvals granted to the Master Developer under a T-D zoning district application.

(c) Other Entitlement Requests. Except as provided herein including the requirements of Section 7.05, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Parent Tentative Map. Master Developer shall satisfy all Code requirements and the following conditions precedent before filing an application for consideration of a Parent Tentative Map:

- (1) Conditional approval of all Master Studies;
- (2) Submittal of an exhibit acknowledging that all parcels within the Property, including those parcels "Not a Part" have, or will be provided legal access; and
- (3) Submittal of a Master Utility Plan.
- (4) The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the pertinent Development Phase Final Map unless an update to the approved Master Traffic Study is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. The Parent Tentative Map shall also identify all permanent easements required for pedestrian access, installation and maintenance of traffic control devices. The Parent Tentative Map shall clearly show all common areas (including medians) that will be perpetually maintained by the Master HOA. Comply with the recommendations of the approved Master Traffic Study update prior to occupancy of the site. If additional rights-of-way are not required and Traffic Control devices are or may be proposed within or adjacent to this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted on the Development Phase Final Map. Phased compliance will be allowed if recommended by the approved Master Traffic Study. No recommendation of the approved Master Traffic Study, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

(ii) Development Phase Final Subdivision Map. Master Developer shall satisfy all Code requirements before filing an application for consideration of any Development Phase Final Subdivision Map. Such maps shall not contain any individual residential lots and the City shall not require any improvements, or security for such improvements prior to the recordation of such Development Phase maps, except for a performance bond to secure the placement of survey monuments as required by state law. However, for any Designated Builder Parcel that is a part of a particular recorded Development Phase Final Map, the Master Developer shall submit for approval all relevant construction drawings for

any off-site improvements required by this Agreement, any of the Master Studies or any land use entitlement for such Designated Builder Parcel, and the construction of such improvements shall be secured by an off-site improvement agreement made with the Master Developer prior to the recordation of a final map for such Designated Builder Parcel pursuant to the provisions of the UDC. Phasing and completion of such Off-Site Improvements is governed by the provisions of Paragraph 3.04(c).

(1) The City will accept submittals of tentative subdivision maps and Development Phase Final Subdivision Maps for Designated Builder Parcels for review and approval upon the concurrent submittal of any pertinent Development Phase Final Map(s) in response to the comments provided as a result of the City Blueline Technical Review.

(iii) Tentative Subdivision Map. Master Developer and/or Designated Builders shall satisfy all Code requirements for filing of an application for consideration of a tentative subdivision map. The Master Developer shall furnish a letter clearly delineating what Development Standard is to be applied to the tentative map at the time of submittal.

(iv) Site Development Plan Review. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a site development plan review. The Parties further agree that:

(1) City staff shall consider and make a decision with respect to any application for a Site Development Plan within thirty (30) days of receipt of the application.

(2) Any appeal of an adverse decision on a site development plan review shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application for appeal.

(v) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Skye Canyon Design Guidelines, special use permit applications shall be processed in accordance with the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

(vi) Gaming Enterprise District—Hotel/Casino. A Gaming Enterprise District and an establishment offering non-restricted gaming is approved within the Community. City recognizes that non-restricted gaming establishments have been appropriately included and developed in other master-planned communities throughout the City and Clark County, and City acknowledges that the Community is an appropriate location for a non-restricted gaming establishment as well. A hotel or appurtenant structure associated with a non-restricted gaming establishment shall be no greater than one hundred sixty (160) feet in height.

3.08. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Designated Builders will be permitted to submit Applications for building permits for model homes earlier than would otherwise be required under the Applicable Rules upon compliance with the same requirements that City has traditionally imposed on developers for model homes building permits as of the Effective Date.

(c) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider agrees not provide those inspection services.

3.09. Impact Statement as Required by Chapter 481, Statutes of Nevada 1999. The Impact Statement for Projects of Significant Impact within the Las Vegas Urban Growth Zone was timely submitted to City. City received and reviewed the Impact Statement and finds that it satisfies the statutory requirements. The Impact Statement is set forth herein at Exhibit "C."

3.10. Common Name for the Community. Master Developer shall establish a common name for the Community and shall disclose such proposed name to City by written letter to City Manager. City acknowledges that Master Developer will devote substantial resources to promote such common name and protect its value as a unique intellectual property right, which may include filing state and federal registrations for such name. The Parties therefore agree that Master Developer shall have the exclusive

right to own, control and license the name. City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

3.11. "Saw-tooth Street" Mitigation Required. Where "Not a Part" parcels exist within or adjacent to the Property, that are or will be developed outside of the Community framework, but are bounded on two (or more) sides by developments within the Community, and that result in a "saw-tooth street improvement" (as generally and customarily defined in the Las Vegas Valley) or a non-continuous roadway, Master Developer shall construct such improvements necessary to tie the roadways and any applicable sidewalks or trails together or eliminate the saw-tooth, whichever is necessary. If such construction is restricted due to a lack of available rights-of-way, City agrees to either obtain the necessary rights-of-way at no cost to Master Developer or relieve Master Developer of the requirement to construct such facilities.

3.12. Identity Monuments. Prior to the construction of any identity monuments on the Property, Master Developer shall submit for approval a plan which includes the design and placement of the identity monuments. Such plan shall be reviewed and acted upon by City within thirty (30) days of receipt by City. If the City does act within thirty (30) days, City shall be conclusively deemed to have approved the design and location of the monuments. Sign permits for such Identity Monuments may be issued at any time after approval. Any appeal by the applicant of an adverse decision shall be scheduled for a hearing before the City Council within forty-five (45) days of the City's receipt of the application for appeal.

3.13. Common Area Landscaping. All common area landscaping abutting Village Streets shall be designed and constructed in accordance with the Skye Canyon Design Guidelines. Sidewalks, landscaping and other appurtenances within common areas abutting Village Streets shall be maintained by the Master HOA. Master Developer, and its successor and assigns, including the Master HOA, is hereby granted a perpetual license to plan, install, operate, maintain, and replace landscaping, irrigation, community signing, and related appurtenances in the City right of way (collectively, the "Encroachments"). The Encroachments shall be shown on off-site improvement plans or other drawings submitted by the Master Developer to the City for approval. The Encroachments shall conform to the terms and conditions contained in Exhibit "T". Any existing encroachment agreements entered into between the Parties prior to the Effective Date of this Agreement are hereby terminated and the encroachments contemplated



thereunder are hereby authorized under the terms of this Agreement. The Parties agree that such right of encroachment is for the mutual benefit of the City, Master Developer and the Master HOA and any Sub-HOA. Master Developer shall have the right to assign such encroachment rights to the Master HOA and any Sub-HOA and shall obtain approval in writing from the City prior to a transfer of encroachment obligation.

3.14. Streetlight and Banners. The City agrees to allow Master Developer to use non-standard streetlight poles, mast arms and luminaires set forth in Exhibit "N" within the Community. Luminaires shall comply with the requirements of the approved lighting study and shall be as approved by the City. The Master Developer and/or the Master HOA shall provide at no cost to the City pursuant to this Agreement: (i) five (5) each of the streetlight poles, luminaires mast arms and luminaires and associated appurtenances used as an initial minimum inventory within sixty (60) days of the Effective Date of this Agreement to be stored in a designated City storage yard; and (ii) replenishment of the minimum inventory within one hundred twenty (120) days of written notice from the City in perpetuity. If the City is compensated by a third party for a damaged streetlight pole, the Master Developer or Master HOA shall be reimbursed for the cost of that damaged streetlight pole. Master Developer shall provide a lighting study for all roadway, intersection, sidewalk and trail lighting. The lighting study shall meet the minimum lighting levels as required by the Uniform Standard Drawings for the Clark County area. The streetlights for the Community must be LED technology for energy efficiency.

At the Master Developer's option, and with written approval from the City, hanging brackets may be installed on the standard streetlight poles that would support the placement of banners. Banners may only be used for community identification, special events or seasonal identification. If installed, repairs to the poles or brackets as a result of bracket installation, or damage from banners, etc. will be performed by the Master HOA. Master HOA shall perform all repairs related to bracket and banner installation and operation within ten (10) working days of written notice from the City. Prior to installation of banners, the banner mounting hardware must be approved by the City's Traffic Engineering Maintenance Section, in addition to certification and approval from the pole manufacturer as to the type of brackets, materials, mounting methods, size of banner and wind loading is required to maintain structural integrity of the poles and maintain any and all pole warranties and certifications. A certification letter stamped and signed by a

registered Professional Engineer must be submitted to the Traffic Engineering Maintenance Section prior to approval for the banners.

3.15. Telecommunications Facilities. The Parties acknowledge that temporary and permanent Telecommunication Facilities are a necessary component to effective communication and will be necessary on the Property. The Parties agree that determining the appropriate location(s), number, and general appearance of Telecommunication Facilities as part of this Agreement will permit both the Master Developer and the City to appropriately plan the Community and will help minimize any potential conflicts or disputes that might arise in regard to permits for such facilities in the future. Therefore, the Parties agree that Telecommunication Facilities on the Property shall be subject to the following conditions:

(a) The Telecommunication Facilities must comply with Federal Communication Commission standards;

(b) The Telecommunications Facilities Map attached hereto as Exhibit "I" shall be approved as part of this Agreement. Minor Modifications to the Telecommunications Facilities Map may be made thereafter pursuant to the process outlined in Section 3.05 of this Agreement. The Telecommunication Facilities shall be located on the Property identified by the Telecommunication Facilities Map, subject to administrative review pursuant to the Code, unless otherwise indicated by the Skye Canyon Design Guidelines, and in the case of facilities located on City-owned property, approval of lease from the City is required;

(c) The Telecommunications Facilities shall be architecturally compatible with the Skye Canyon Design Guidelines and incorporate reasonable camouflaging/stealth techniques such as architecturally screened roof-mounted antennas or incorporation into flagpoles and the like;

(d) Master Developer shall use all reasonable efforts to ensure co-location of Telecommunication Facilities;

(e) Telecommunication Facilities shall not obstruct public safety communications and the usual and customary transmission of other communication services enjoyed by adjacent property owners; and

(f) Freestanding (stand alone) Telecommunications Facilities not located on City-owned property shall not be in excess of seventy (70) feet in height and shall not be located within one hundred

(100) feet of any residential lot.

3.16 Right-Of-Way Agreements For Optical Fiber. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City. Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City's right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed one hundred twenty (120) feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works; payment by the Master Developer or its designee of an initial fee of ten thousand dollars (\$10,000.00), and a continuing annual fee of five thousand dollars (\$5,000.00), payment of which is to commence upon the installation of the first instance of optical fiber within the optical fiber conduit, and on every anniversary of the first installation thereafter; Master Developer to notify the Director of Public Works in writing of the first instance of installation of optical fiber; and an annual payment by the Master Developer of one dollar and thirty-three cents (\$1.33) for each linear foot of conduit within the City's right-of-way, subject to annual adjustment based upon the Consumer Price Index, All Urban Consumers (CPI-U).

3.17. Blasting. Master Developer agrees to comply with all Code and City written policies as related to blasting.

3.18. Property Dedications to City. Except as provided in Section 7.05, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to Master Developer from the United States of America).

3.19. Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

- (a) comply with any state or federal laws or regulations as provided by Section 2.04, above;
- (b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
- (c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

3.20. Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from Master Developer, such documents as may be reasonably necessary to acknowledge that:

- (a) City has no lien on the Property as a direct result of this Agreement, or disclosure of any City liens that exist; and
- (b) City is not aware of a default of this Agreement by Master Developer or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve Master Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3.21. Franchise Agreements. City warrants that it has entered into franchise agreements with all of the public utility companies that provide adequate utility services to the Property, specifically, NV Energy, Century Link, Southwest Gas Corporation, and Cox Communications.

3.22. Commercial Development Standards and Design Guidelines. All commercial development within the community shall be subject to the commercial development standards and design guidelines pursuant to the C-2 zoning district of the UDC. All permissible uses shall refer to the zoning districts described in the table on page two (2) of the Skye Canyon Design Guidelines.

3.23. Development of the Arroyos. Master Developer is allowed to re-design the existing

arroyos on the Property as linear trails and/or parks subject to obtaining approval of Federal 404 permits that remove the arroyos from the waterways of the Americas. The arroyos shall be re-designed substantially similar to those shown on Exhibit "R".

#### SECTION FOUR

##### MAINTENANCE OF THE COMMUNITY

###### 4.01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer has organized a Master HOA to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets, curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding. The Parties acknowledge that the Master HOA has been formed prior to the Effective Date.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. Except as provided in the Parks Agreement, the Master HOA and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to all developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, drainage facilities within Common Elements, sight visibility zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that the Master HOA and Sub-HOA (as applicable) are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such

assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the Master HOA has been fully executed and recorded with the office of the Clark County Recorder, and contains (or effectively contains) the following provisions, the form of which provisions is to be approved by the City:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the Master HOA board with the written consent of City;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan; and

(iv) that in the event the Master HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. City shall have the right to review the Declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.02 Maintenance Plan. For park and common areas, maintained by the Master HOA or Sub-HOA (as applicable) the corresponding Declaration pursuant to this Section 4 shall provide for a plan of maintenance that contains provisions that substantially conform to those set forth in Exhibit "F" of the Parks Agreement.

4.03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular

development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update and eligible for maintenance funding and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, those improvements identified with Drainage Studies for public maintenance, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. Maintenance of the non-standard streetlights is governed by Section 3.14. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works. Master Developer or Master HOA will maintain all temporary detention basins identified in the Master Drainage Study. The City agrees to cooperate with the Master Developer and will diligently work with the CCRFCD to obtain acceptance of all permanent drainage facilities.

## **SECTION FIVE**

### **PUBLIC FACILITIES**

5.01. Elementary and Middle School Acreage. Master Developer shall cause the dedication, at no cost to the CCSD, of up to 31.83 net acres total (after public street right-of-way are deducted) for a total of two school sites (one 11.83 net acre elementary school site and one 20 net acre middle school site) as shown on the Master Land Use Plan. Master Developer further agrees to construct Master Utility Improvements and Off-Site Improvements including all underground school flasher infrastructure adjacent to the school parcels contemporaneous with the construction of adjacent Village Streets. Such improvements for each dedicated parcel shall be constructed by Master Developer on such schedule as

agreed between Master Developer and the CCSD. Within six (6) months of the Effective Date of this Agreement, the Master Developer shall enter into a Memorandum of Agreement ("MOA") with the CCSD for dedication, off-sites and development of schools which shall include the minimum demands and residual pressures at the water district side of the school sites' water meters previously agreed to between Master Developer and CCSD. Any modification and/or change to the Master Land Use Plan increasing or decreasing the density and/or number of dwelling units beyond or below the current maximum of five thousand two hundred (5,200) units may require the Master Developer to amend the MOA.

(a) Master Developer Obligations. City agrees that Master Developer has met its obligation in this Section 5.01 if it offers the dedication to the CCSD with restrictions requiring:

- (1) conformance with the Skye Canyon Design Guidelines as agreed upon within the Memorandum of Agreement between the Master Developer and the CCSD;
- (2) replacement of any Master Utility Improvements and Off-site Improvements or facilities installed by Master Developer damaged or removed by CCSD; and
- (3) a recorded Memorandum of Agreement with the CCSD.

5.02. Fire Protection.

(a) Construction of Fire Station within the Community. Master Developer shall construct a three-bay drive-through Fire Station within the Community at the Donated Fire Station Site in accordance with design, construction and program criteria to be provided by the City upon the request of the Master Developer. This criteria and the basis of design shall generally conform to the design of City of Las Vegas Fire Station 48. The Fire Station shall, at a minimum, be constructed to include the following:

- (i) A minimum gross floor area of ten thousand seven hundred (10,700) square feet;
- (ii) Three bays which must adequately enclose the fire apparatus; and
- (iii) The Fire Station must be built to LEED Silver standards in accordance with the U.S. Green Building Council for Building Design and Construction. City may seek and pay for LEED Silver certification.



Master Developer shall commence the design of the Fire Station on the Donated Fire Station Site within one hundred eighty (180) days after the Effective Date ("Fire Station Design Commencement Date"). The Master Developer shall meet with City prior to commencing the design of the Fire Station and shall submit building plans and specifications at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) plan set level for review and final approval by the City. The design shall be completed within eighteen (18) months of the Fire Station Design Commencement Date ("Fire Station Design Completion Date"). The Fire Station shall be completed within eighteen (18) months after the Fire Station Design Completion Date and the issuance of the building permit for the Fire Station.

Master Developer agrees to provide all Master Utility Improvements and Off-Site Improvements adjacent to the Donated Fire Station Site in addition to the construction of the Fire Station. City agrees to operate the Fire Station within thirty (30) days after the dedication of the Fire Station to City.

(b) Fire Station Location. Following completion of construction of the Fire Station in accordance with Section 5.02(a), Master Developer shall dedicate the Donated Fire Station Site to City.

5.03. Regional Transportation Center.

(a) Dedication of a Transit Center Site. Master Developer shall, at no cost to City or the RTC, dedicate up to two and one-half (2.5) gross acres of land to serve as a transit hub and transfer point for various bus routes. Such dedication shall be subject to a restriction that requires the RTC to allow, at no cost, at least one-half (1/2) acre of the RTC parcel to be used for parking facilities that serve both the RTC parcel and the Property. Master Developer shall construct Standard Improvements adjacent to the RTC parcel contemporaneous with the construction of adjacent Village Streets. The Transit Center shall be in the location shown on the Master Land Use Plan (Parcel 4.5) or in such alternate location approved by Master Developer, City and the RTC. Master Developer is under no obligation to dedicate any land to the RTC other than as required herein.

(b) Design of the Regional Transportation Center. RTC shall design the Transit Center in accordance with the Skye Canyon Design Guidelines, subject to the approval of Master Developer and City.

5.04 Police Services. Designated Builders shall pay City two hundred eighteen dollars (\$218) per residential unit for use in the construction of a Metro substation to serve the Community and the

surrounding area. Such payment shall be made concurrent with the building permit issued for each residential unit. City and Metro agree that all residential unit fees collected from development in the Community for a Metro substation shall be used for construction of a Metro substation that is no more than one mile from the Community and shall be constructed and operating within one year from the completion of the Community.

## **SECTION SIX**

### **OPEN SPACE, PARKS, TRAILS AND RECREATION FACILITIES**

6.01. Parks Agreement. Concurrently with the execution of this Agreement, the Parties shall execute and cause to be recorded in the Official Records of Clark County, Nevada an Amended and Restated Parks Agreement – Skye Canyon, in the form attached hereto as Exhibit “D” (the “Parks Agreement”), describing the Parties’ responsibilities regarding the design, construction, ownership and maintenance responsibilities for the open space, parks, trails and other recreation amenities to be provided by Master Developer. The Parties acknowledge that the Parks Agreement is a vital and integral part of this Agreement, and this Agreement would not have otherwise been approved and executed without the approval of the Parks Agreement by the City Council.

## **SECTION SEVEN**

### **PROJECT INFRASTRUCTURE IMPROVEMENTS**

7.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Community as required by the Master Studies and this Agreement.

7.02. Acquisition of Rights-of-Way and Easements. City acknowledges that certain rights-of-way and easements outside the boundaries of the Property may be necessary for the construction of the necessary infrastructure improvements. City shall assist the Master Developer in obtaining the necessary rights-of-way, easements or other interests not owned by Master Developer necessary to construct the necessary infrastructure improvements. With regard to any necessary roadways and/or necessary drainage corridors that are proposed to abut or cross BLM lands, Master Developer shall submit all required documentation to City to enable City to acquire the necessary rights from the BLM. City will accept and initiate processing these applications through the BLM upon submittal of the Master Studies

and will diligently pursue approval of the applications in a timely manner. In the event any required rights-of-way, easements or other interests cannot be obtained, City may allow a modification of the appropriate approved Master Study to permit development of the Community without such right-of-way, easements or other interest. Master Developer acknowledges and accepts: 1) that prior to BLM grant acceptance by the City for any right-of-way, easement or other interest on behalf of the Master Developer, that the Master Developer shall submit for approval all relevant construction drawings for any Off-Site Improvements required by this Agreement and any of the Master Studies for the property that is the subject of the BLM grant, and the construction of such improvements shall be secured by an Off-Site improvement agreement pursuant to the provisions of the UDC; 2) that there can be placed upon BLM grants by the BLM certain stipulations for which the Master Developer shall be fiscally responsible; 3) that the Master Developer shall indemnify the City, and pay, within a reasonable time, any costs associated with the stipulations, or penalties or fines associated with the violation of such stipulations; and 4) that these requirements for indemnification and payment of costs are included within the necessary Off-Site Improvement agreements for such improvements.

City is in the process of obtaining certain BLM reservations for the new Sheep Mountain Parkway alignment, as shown on Exhibit "J", and for regional flood control facilities as indicated in the Master Drainage Study. City and Master Developer agree to make reasonable efforts to ensure that all BLM reservations needed for Sheep Mountain Parkway and for regional flood control facilities do not expire and remain valid for the City's infrastructure needs. Failure to obtain the necessary BLM reservations as stated herein will require the City and Master Developer to amend this Agreement. However, if a determination is made by the BLM that certain activities must commence in order to retain BLM grants for detention basins or for Officer Igor Soldo Park for which the Master Developer is required to construct, the Developer shall comply with the BLM requirements for retaining the BLM grants.

7.03. Water Supply. The Parties acknowledge that City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Community water in order that the development of the Community will continue uninterrupted. City and Master Developer will cooperate with the Las Vegas Valley Water District in

granting over their respective properties reasonable easements or right-of-ways either On-Property or Off-Property necessary for the installation of water facilities to serve the development. Master Developer agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

7.04 Sanitary Sewer.

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Off-Property Sewer Capacity. The Master Developer and the City have analyzed the effect of the build out of the Community on Off-Property sewer pipelines. The Master Developer agrees to install parallel sewer lines as indicated in the approved Master Sanitary Sewer Study attached as Exhibit "H". The construction of Off-Property sewer pipelines will be performed at the percentage build out shown in this analysis. Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will consider a pipe to be at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new Off-Property sewer pipe will be based on peak dry-weather flow d/D ratio of 0.60 for pipes larger than fifteen (15) inches diameter.

7.05 Traffic Improvements.

(a) Obligation to Construct Village Streets solely on Master Developer. Master Developer is obligated to, and shall design and construct all Village Streets subject to Section 7.04 (b), as indicated in the Master Traffic Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Traffic Signal Improvements. Master Developer or Designated Builders shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The City, pursuant to Ordinance 5644, will construct the traffic signals identified in the Master Traffic Study when traffic signal warrants are sufficiently met in the opinion of the City Traffic Engineer.

(c) Updates. If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis prior to the approval of the following land use applications: tentative map (residential or commercial); site development plan review (multi-family or commercial); parcel map; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study . Additional public right-of-way may be required to accommodate such changes.

(d) Construction Phasing. Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off-Property street improvements as a part of the Master Traffic Study. City and Master Developer agree the phasing plan is fluid and is dictated by development. Accordingly, the phasing plan may be modified based on the proposed development in the Community.

(e) Skye Canyon Engineered Details. Skye Canyon Design Guidelines shall include engineered details for each public street type, private street type, alley type, trail type, sidewalk type, path type or other roadways or pedestrian travel paths that differ from the City's Standard Drawings for the City's review and approval.

(f) Timing of Subdivision Improvements. Civil improvement plans for construction upon a Designated Builder Parcel may be submitted to Public Works after all of the following have occurred:

- (i) conditional approval or concurrent with second submittal of a Technical Drainage Study for a Designated Builder Parcel;
- (ii) if required by the Public Works Director, approval or concurrent with second submittal of a traffic study for a Designated Builder Parcel;
- (iii) approval of a tentative map or site development plan review for the Designated Builder Parcel, as applicable; and
- (iv) submittal upon receipt of first review for the master infrastructure of the civil improvement plans to the City for the surrounding master infrastructure.

Surrounding master infrastructure civil improvement plans for infrastructure that required to provide service to the builder parcel must be approved prior to or concurrent with approval of civil

improvement plans for the Designated Builder Parcel. Infrastructure that is adjacent to but not utilized by the builder parcel shall be required in compliance with Section 3.04(c).

(g) School Flashers. The installation of school flashers' foundations, poles, and underground infrastructure in front of any schools is the responsibility of the Master Developer. The school flasher equipment shall be provided and installed by CCSD.

7.06 Sheep Mountain Parkway. The City has planned the future Sheep Mountain Parkway, as depicted on Exhibit "J". In exchange for a negotiated reduction in and realignment of the Sheep Mountain Parkway footprint, the Master Developer shall:

- (i) pay for the engineering design of the new Sheep Mountain Parkway alignment as shown on Exhibit "J";
- (ii) construct the interim improvements of Sheep Mountain Parkway from Grand Teton Road to Iron Mountain Road. Interim improvements shall be guaranteed through one of the allowable methods in Code prior to the approval of construction drawings. The interim improvements must provide access acceptable to NV Energy to all high voltage transmission power poles and distribution facilities. The Master Developer shall not be required to relocate or adjust the high voltage transmission power pole near station 180 of the proof of concept plans in Exhibit "J"; however, any cost associated with any other high voltage transmission power lines or poles and distribution facilities that need to be adjusted or relocated as a result of constructing the ultimate grading or interim improvements shall be paid by the Master Developer.
- (iii) Master Developer shall grade Sheep Mountain Parkway from Grand Teton Road to Iron Mountain Road to the ultimate facility width pursuant to Exhibit "J" and shall construct the interim improvement pavement depth to match the section used for Shaumber Road as shown on Exhibit "O". The Master Developer shall construct and maintain sound walls as required by the City and shall construct retaining walls with the ultimate grading where such retaining walls are required to avoid high voltage transmission power pole adjustments or relocations. The Director of Public Works shall have sole, reasonable discretion to determine the southern or northern limits of the ultimate grading for Sheep

- Mountain Parkway between Grand Teton Drive and Iron Mountain Road;
- (iv) Master Developer shall comply with all dust control requirements while grading and paving Sheep Mountain Parkway from Grand Teton Road to Iron Mountain Road until it is dedicated to the City. The City shall accept responsibility for dust control after the acceptance and the dedication of said portion of Sheep Mountain Parkway;
  - (v) Master Developer shall commence construction of the interim improvements of Sheep Mountain Parkway from Grand Teton Road to Iron Mountain Road prior to the approval of entitlements for any Designated Builder Parcels immediately adjacent to the ultimate right-of-way for the Sheep Mountain Parkway alignment except on Parcel 2.35 on the Master Land Use Plan. However, if a determination is made by the BLM that certain activities must commence in order to retain grants needed for Sheep Mountain Parkway, the Master Developer shall comply with certain BLM requirements for retaining BLM grants associated with Sheep Mountain Parkway. With the City's assistance, Master Developer shall comply with BLM's administrative requirements to retain the BLM grants associated with Sheep Mountain Parkway. If the BLM requires certain construction activities, beyond the interim improvements within the Community, to retain the BLM grants associated with Sheep Mountain Parkway, then Master Developer along with the City's assistance shall construct the proposed twelve (12) foot trail as shown on Exhibit "O" from Iron Mountain Road to Kyle Canyon Road. Master Developer will not be responsible for any other construction requirements required by BLM that exceed Master Developer's requirements under this Agreement;
  - (vi) The interim improvements of Sheep Mountain Parkway from Grand Teton Road to Iron Mountain Road shall be constructed all at once and completed by February 13, 2020;
  - (vii) Master Developer dedicated and granted necessary rights-of-way and easements for embankment slopes to the City for the ultimate Sheep Mountain Parkway alignment, in accordance with Exhibit "J", prior to the recordation of any maps abutting the Sheep Mountain Parkway alignment; and
- Interim plans included the new cross section and intersection flaring with 300-foot long

left turn lanes at the intersections of Iron Mountain and Grand Teton plus all traffic signal foundations and underground infrastructure including empty signal cabinets and a power source for each intersection to illuminate intersections and prepare them for future signals. Master Developer shall also construct permanent detention basins along the Puli Road alignment in accordance with the Master Studies and the approval of the Public Works Director. The Property was encumbered by BLM N-77772 and pursuant to Exhibit "J" this grant was vacated on April 12, 2018 through document 20180412:01039. The City will follow the Applicable Rules for any Property proposed for Sheep Mountain Parkway that is to be vacated.

7.07 [Intentionally omitted.]

7.08 Flood Control.

(a) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Other Governmental Approvals. The Clark County Regional Flood Control District, the Nevada Department of Transportation and any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City. Clark County Department of Public Works shall receive a copy of the Master Drainage Study and shall have the opportunity to comment.

(c) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications: tentative map, residential or commercial; site development plan review, multifamily or commercial; or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(d) Regional Flood Control Facility Construction by Master Developer. The Master



Developer agrees to design and substantially complete the Clark County Regional Flood Control District facilities as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update prior to the final inspection of the first unit within each area protected by the appropriate drainage facility.

(i) Currently, a portion of Parcel 5.06, as depicted on the Master Land Use Plan attached as Exhibit "F", is reserved by City for future flood control needs in addition to Parcels 5.07 and 5.08. The Master Developer shall not file and the City shall not accept any applications from the Master Developer for land use entitlements or mapping actions for that portion of Parcel 5.06 reserved by City for future flood control needs. However, if City agrees that all or a portion of the reserved Property on Parcel 5.06 is not necessary for the City's flood control measures, then upon City's written notification to Master Developer of its release of any portion of Parcel 5.06 that is not needed for the City's flood control measures, said portion of Parcel 5.06 may be developed in accordance with the land use category shown on the Master Land Use Plan. Upon the City's release of its reservation of that portion of Parcel 5.06, the City may accept applications from the Master Developer for land use entitlements or mapping actions for that portion of the Property that had been reserved by the City for flood control.

(ii) A regional MPU facility from Skye Village Road east across US 95, as depicted in Exhibit "P" hereof, will be constructed with a combination of public and private monies ("MPU Facility"). The Master Developer shall pay for the design of the MPU Facility as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update.

The City agrees to review and provide comments or approval to any design submittals for the MPU Facility within six (6) weeks from the date of submittal. The Master Developer shall pay for the construction of the MPU Facility from Skye Village Road to the US 95 crossing, and the MPU Facility from the US 95 crossing to the intersection of N. Skye Canyon Park Drive and Moccasin Road including the interim collection facility on the west side of US 95 (within Skye Canyon) , and any additional portion of the MPU Facility located within the Skye Canyon and/or Eastland communities, with the exception of those portions of the MPU Facility the construction of which is to be paid for by the City pursuant to this subsection (ii), as further identified on Exhibit "P". Because the MPU Facility is a regional facility that will benefit both upstream and downstream property owners and the City, the City shall pay for the

construction of the MPU Facility crossing under US 95, and the MPU Facility from the intersection of N. Skye Canyon Park Drive and Moccasin Road to the outfall location East on Moccasin to the existing Upper Las Vegas Wash MPU Facility. The Master Developer agrees, with City's assistance, to update and add the MPU Facility to the Regional Master Plan and the City agrees to prioritize affected facilities and update the 10 Year Construction Program after the approval of the Master Plan Amendment. The City understands that the Master Developer and the Master Developer of the Eastland Master Planned Community have entered into a separate private agreement for the construction of the MPU Facilities.

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for affected downstream units or alternate flood protection or mitigation acceptable to City must be provided. In the event that the City's construction timing is not consistent with Master Developer's, the Master Developer shall modify connection point designs at Moccasin Road and North Skye Canyon Drive, as approved by the City Engineer. Notwithstanding the foregoing, in the event that Master Developer has fulfilled its abovementioned obligations with respect to the design and construction of the MPU Facility, but the City has not, the City shall not withhold, delay or further condition its issuance of any building permits and/or approvals requested by Master Developer for its desired development of the Community on the basis of the MPU Facility being incomplete.

(e) Construction Phasing. The phasing plan and schedule shown in Exhibit "Q" clearly identifies drainage facilities (interim or permanent) necessary prior to permitting any Designated Builder Parcels for construction. Permits for development within Designated Builder Parcels shall not be issued if the associated master plan facilities shown on Exhibit "Q" are not under construction. Permits for development within Designated Builder Parcels may be issued if the associated master plan facilities shown on Exhibit "Q" are under construction, however final inspections or certificates of occupancy shall not be issued until the City considers the associated master plan facilities shown on Exhibit "Q" to be substantially complete.

## **SECTION EIGHT**

### **SPECIAL IMPROVEMENT DISTRICT**

8.01 Special Improvement District. City agrees to consider and, if appropriate, process and

facilitate, with due diligence, any applications made by Master Developer for the creation of a special improvement district. If a request to create a special improvement district is made by Master Developer, the Parties agree to utilize the City's Master Developer Special Improvement District Guidelines, which are attached hereto at Exhibit "E." City shall cooperate with the Master Developer to include all eligible projects for a special improvement district. The Parties agree that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

## **SECTION NINE**

### **REVIEW OF DEVELOPMENT**

9.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

The report shall contain information regarding the progress of development within the Community, including, without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within each subdivision and within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of

this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response

9.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Director of the Department of Planning may, in their discretion, provide copies of the report to members of City's Planning Commission for their information and use.

9.03 Action by the City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

## **SECTION TEN**

### **DEFAULT**

10.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 10 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than thirty (30) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed by the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to Section 10.03.

10.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer. Any such extensions of time shall have no effect upon the timing of and the

conclusions reached in the reviews to be conducted pursuant to Section 9 above.

10.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

10.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eight Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

10.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

10.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

## **SECTION ELEVEN**

### **GENERAL PROVISIONS**

11.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

(a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;

- (b) Master Developer is not in default of this Agreement; and
- (c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

11.02. Assignment.

The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) Assignments, Generally. At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 11.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Section 11, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and

Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement.

- 1) An entity owned or controlled by Master Developer or its Affiliates;
- 2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall



be subject to the terms and conditions of this Agreement.

11.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Section 11, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

11.04 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community. Master Developer and City agree to equally pay all costs and attorneys fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement, except for a defense in any legal action related to waiver of proximity restrictions specified in the UDC between Alcohol Related Uses and other Alcohol Related Uses and between Alcohol Related Uses and parks and/or schools. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

11.05. Binding Effect of Agreement. Subject to Section 11.02, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

11.06 Relationship of Parties. It is understood that the contractual relationship between City and

Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

11.07 Counterparts. This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

11.08 Notices. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City:

City of Las Vegas  
495 South Main Street  
Las Vegas, Nevada 89101  
Attention: City Manager  
Attention: Director of the Department of  
Planning

If to Master Developer:

KAG Property, LLC c/o  
R. Brett Goett, Esq.  
7001 N. Scottsdale Road, Ste. 1040  
Scottsdale, AZ 85253

With a copy to  
Development Manager:

Ninety Five Management, LLC  
11411 Southern Highlands Pkwy., Suite 300  
Las Vegas, NV 89141

And a copy to:

Robert Gronauer  
Kaempfer Crowell  
1980 Festival Plaza, Suite 650  
Las Vegas, NV 89135

11.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

11.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

11.11 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

11.12 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

11.13 Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

11.14 Severability of Terms. If any term or other provision of this Agreement is held to be

invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

11.15 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

11.16 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. Except as otherwise stated in Section 5.01, no third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community or residing in the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

11.17 Gender Neutral. In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

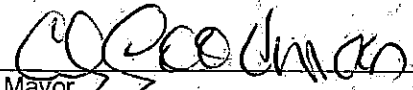
**[Signatures on following pages]**

In Witness Whereof, this Agreement has been executed by the Parties.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By:

  
Mayor  
Carolyn Goodman

Approved as to Form:

  
Seth T. Floyd  
Deputy City Attorney 8/5/19  
Deputy City Attorney

Attest:

City Clerk

By:

  
for LuAnn Holmes, City Clerk

MASTER DEVELOPER

KAG PROPERTY, LLC

By:

Name:

Title:

In the County of CLARK, State of  
NEVADA. On this 29th day of  
JULY, 2019 before me, the  
undersigned Notary Public personally appeared  
GARRY V. GOETT, personally  
known to me, proved to me through  
documentary evidence, or identified by a credible  
witness to be the person named in the foregoing,  
and executed the same.

Heather Hunter  
Notary Public Signature  
HEATHER HUNTER  
Printed Name

Commissioner Number

17-1487-1

My Commission expires: JANUARY 5,

2021



## EXHIBITS

|             |                                                                       |
|-------------|-----------------------------------------------------------------------|
| Exhibit "A" | Property Description                                                  |
| Exhibit "B" | Phasing Map                                                           |
| Exhibit "C" | Development Impact Notice and Assessment                              |
| Exhibit "D" | Parks Agreement                                                       |
| Exhibit "E" | Developer Special Improvement Guidelines                              |
| Exhibit "F" | Residential Land Use Table and Master Land Use Plan                   |
| Exhibit "G" | Master Drainage and Traffic Studies (on disk)                         |
| Exhibit "H" | Offsite Sewer Capacity Letter                                         |
| Exhibit "I" | Telecommunication Facilities Map                                      |
| Exhibit "J" | Sheep Mountain Parkway Right of Way                                   |
| Exhibit "K" | Intentionally Omitted                                                 |
| Exhibit "L" | Village Street and Trail Section                                      |
| Exhibit "M" | Skye Canyon Development Standards and Architectural Design Guidelines |
| Exhibit "N" | Skye Canyon Street Light Design                                       |
| Exhibit "O" | Sheep Mountain Parkway Pavement Section                               |
| Exhibit "P" | MPU Exhibit                                                           |
| Exhibit "Q" | Flood Control Phasing Plan                                            |
| Exhibit "R" | Arroyo Re-Design                                                      |

|             |                                   |
|-------------|-----------------------------------|
| Exhibit "S" | Unified Development Code          |
| Exhibit "T" | Right-of-Way Encroachment License |



# EXHIBIT A

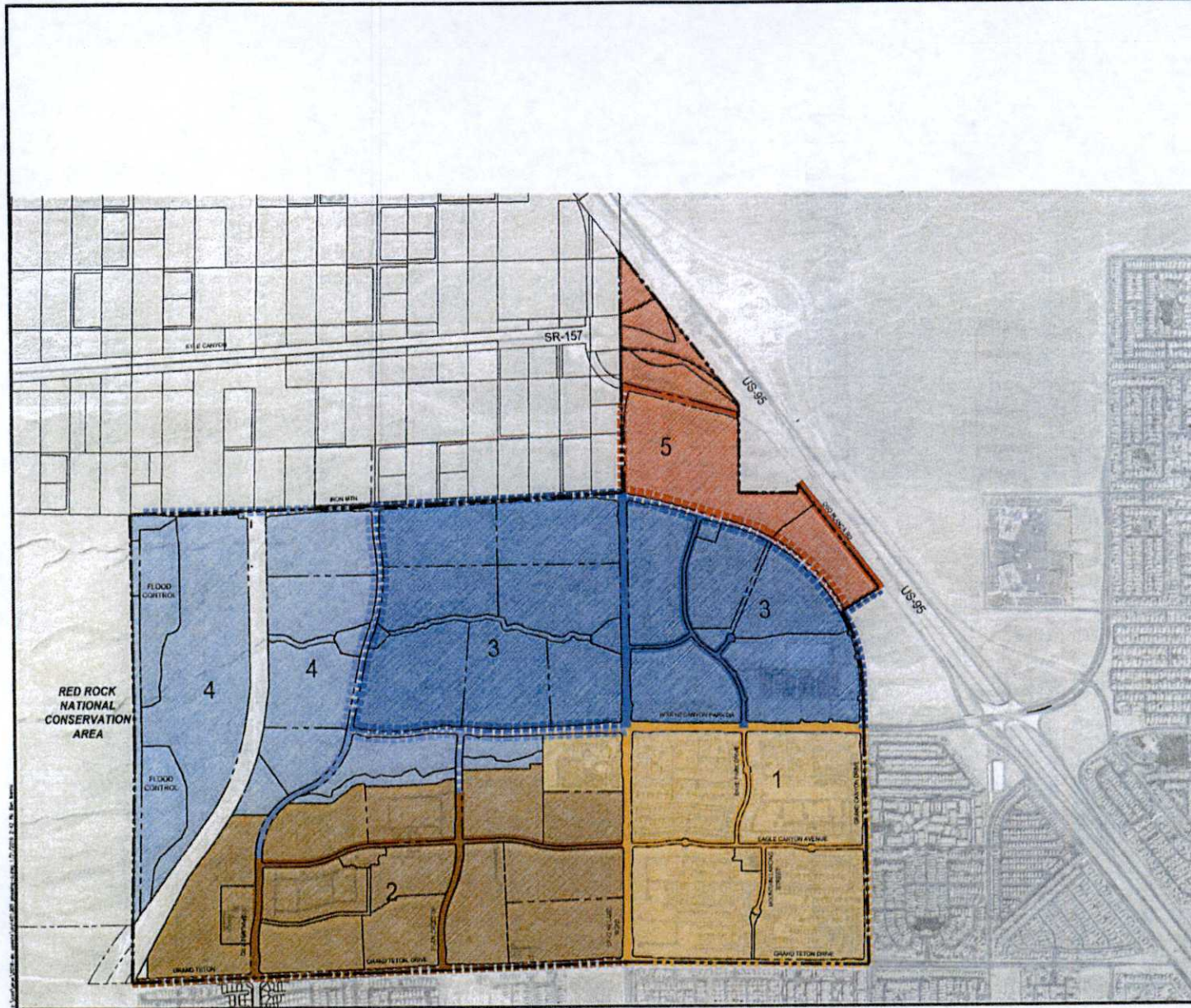
## TO SKYE CANYON PARKS AGREEMENT PROPERTY DESCRIPTION

Exhibit A to Skye Canyon Parks Agreement – Property Description

| Assessors Parcel Number      | Acres   |                                  |
|------------------------------|---------|----------------------------------|
| 126-12-810-001               | 15.12   |                                  |
| 126-12-410-001               | 16.01   |                                  |
| 126-12-414-001               | 28.29   |                                  |
| 126-12-414-002               | 0.37    |                                  |
| 126-12-101-003               | 106.18  |                                  |
| 126-12-499-002               |         |                                  |
| 126-12-399-003               |         | Sheep                            |
| 126-12-299-001               |         | Mountain                         |
| 126-12-199-001               |         | PKWY                             |
| 126-12-501-003               | 280.06  |                                  |
| 126-12-499-001               | 5.98    |                                  |
| 126-12-899-001               | 5.29    |                                  |
| 126-12-799-001               | 4.19    |                                  |
| 126-12-399-001               | 0.19    |                                  |
| 126-12-399-004               |         |                                  |
| 125-07-201-007               | 43.36   |                                  |
| 125-07-299-004               | 0.93    |                                  |
| 125-07-210-007               | 6.13    |                                  |
| 125-07-210-006               | 3.81    |                                  |
| 125-07-210-002               | 7.06    |                                  |
| 125-07-210-003               | 11.98   |                                  |
| 125-07-210-005               | 0.16    |                                  |
| 125-07-299-007               | 1.04    |                                  |
| 125-07-299-001               | 0.66    |                                  |
| 125-07-199-002               | 0.22    |                                  |
| 125-07-599-002               | 0.43    |                                  |
| 125-07-101-009               | 74.87   |                                  |
| 125-06-401-001               | 42.77   |                                  |
| 125-06-401-005               | 0.06    |                                  |
| 125-06-301-001               | 3.24    |                                  |
| 125-06-399-001               | 19.49   |                                  |
| ROW                          |         |                                  |
| Horse (OR:20141124:03400)    | 3.25    |                                  |
| Hualapai (OR:20141124:03399) | 3.46    |                                  |
|                              | 1027.79 | APN Acreage (All of Skye Canyon) |
|                              | 1030.87 | Land Use Plan Acreage            |

# EXHIBIT B

## SKYE CANYON DEVELOPMENT AGREEMENT PHASING MAP



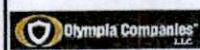
**LEGEND**

- PHASES 1
- PHASES 2
- PHASES 3
- PHASES 4
- PHASES 5
- PHASE/SUBPHASE BOUNDARY
- FULL STREET
- HALF STREET



**DEVELOPMENT PHASING EXHIBIT**

**S-I-G** SLATER  
HANIFAN  
GROUP  
CONSULTING ENGINEERS & PLANNERS  
2010 E. ARVILLE STREET #216, LAS VEGAS, NV 89119  
PHONE (702) 264-8302 FAX (702) 264-8399



DATE: 1/29/2019

# Exhibit C



## DEPARTMENT OF PLANNING

### DEVELOPMENT IMPACT NOTICE AND ASSESSMENT (DINA) PROJECT OF REGIONAL SIGNIFICANCE (PRS)

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.16.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

#### Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as SKYE CANYON, located at US 95 & Skye Canyon Park Drive- Formerly Horse)

This document is being prepared by:

Company Name: Ninety Five Management, LLC a Nevada limited liability company in its capacity as authorized Manager of KAG Property, LLC a Delaware limited liability company

Address: 11411 Southern Highlands Pkwy #300  
Las Vegas, NV 89141

Contact Person:

Name: Marc A Bolduc

Title: Senior Vice President

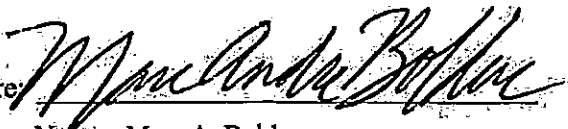
Telephone: (702) 220-6565

Fax: (702) 220-6566

E-mail: mbolduc@olympiacompanies.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct.

I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: 

Date: 4/29/2000

Name: Marc A. Bolduc

Title: Senior Vice President

**CITY OF LAS VEGAS**  
**DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)**  
**PROJECT OF REGIONAL SIGNIFICANCE (PRS)**

**1 Project Description**

Project Name: Skye Canyon

APN #: 126-12-810-001, 126-12-410-001, 126-12-414-001, 126-12-414-002,  
126-12-101-003, 126-12-499-002, 126-12-399-003, 126-12-299-001,  
126-12-199-001, 126-12-501-003, 126-12-499-001, 126-12-899-001,  
126-12-799-001, 126-12-399-001, 126-12-399-004, 125-07-201-007,  
125-07-299-004, 125-07-210-007, 125-07-210-006, 125-07-210-002,  
125-07-210-003, 125-07-210-005, 125-07-299-007, 125-07-299-001,  
125-07-199-002, 125-07-599-002, 125-07-101-009, 125-06-401-001,  
125-06-401-005, 125-06-301-001, 125-06-399-001

Project location: West of US 95 at Horse and Kyle Canyon Interchanges.

General Plan Designation:

|          |     |           |     |
|----------|-----|-----------|-----|
| Current: | TND | Proposed: | TND |
|----------|-----|-----------|-----|

Zoning:

|          |           |           |     |
|----------|-----------|-----------|-----|
| Current: | ZON 20543 | Proposed: | N/A |
|----------|-----------|-----------|-----|

Project Details (complete all that apply):

Gross Site Acreage: 1032.72

Net Site Acreage: N/A

i) Residential

Total # Units: 5200

Density: 5.0 Dwelling Units / Acre

ii) Hospitality

Total # Rooms: 374

Total Gaming Area: 40.54 Acres designated for Casino Complex

Total Other Area: 388,500 SF total

iii) Commercial

Total Building Area: 41.76 acres General Commercial

Total Open Space  
and/or Plaza Areas: 57,500 SF

Total Lot Coverage: Varies %

Briefly describe the project's surrounding land use and setting:

North: Vacant Land

East: Existing Single Family Homes along portion, Vacant Land along portion

South: Existing Single Family

West: Vacant Land

Project Narrative (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach

**CITY OF LAS VEGAS**  
**DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)**  
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exhibits if necessary):

Skye Canyon is a new master planned community that will inspire connection to the outdoors. Phase 1 has started construction and is mostly built out, with a couple of builders still finishing the subdivisions. Phase 2 is currently under construction with some homes built. Phase 3 is currently under design and Phases 4 and 5 are currently being planned.

## 2 Transportation and Traffic

Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

| Land Use                           | Variable                 |         | Land Use Code                               | Daily         | AM Peak Hour |              |              | PM Peak Hour |              |              |
|------------------------------------|--------------------------|---------|---------------------------------------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                                    |                          |         |                                             |               | In           | Out          | Total        | In           | Out          | Total        |
| Age Restricted Adult Active Living | Dwelling Units           | 0       | 251                                         | 0             | 0            | 0            | 0            | 0            | 0            | 0            |
| Single Family Residential          | Dwelling Units           | 4,318   | 210                                         | 40,762        | 799          | 2,396        | 3,195        | 2,693        | 1,582        | 4,275        |
| Multi-Family Residential           | Dwelling Units           | 882     | 220                                         | 6,456         | 93           | 313          | 406          | 311          | 183          | 494          |
| Gaming                             | Casino Floor Area (SF)   | 60,000  | UNLV Recalibration of Trip Generation Model | 16,034        | 428          | 323          | 751          | 667          | 616          | 1,283        |
| Commercial                         | Leasable Floor Area (SF) | 287,279 | 820                                         | 10,844        | 167          | 103          | 270          | 525          | 569          | 1,094        |
| Middle School                      | Students                 | 530     | 522                                         | 1,129         | 166          | 141          | 307          | 44           | 46           | 90           |
| Elementary School                  | Students                 | 1,710   | 520                                         | 3,232         | 619          | 527          | 1,146        | 140          | 151          | 291          |
| <b>Total</b>                       |                          |         |                                             | <b>78,457</b> | <b>2,272</b> | <b>3,803</b> | <b>6,075</b> | <b>4,380</b> | <b>3,147</b> | <b>7,527</b> |

## 3 Schools

Based upon the student generation factors utilized by the Clark County School District (see exhibit 1) what is the estimated number of pupils for each elementary school, junior high or middle school, and high school that the project will cause to be enrolled in local schools?

Elementary School – 1,014 pupil  
 Junior High/Middle School – 530 pupil  
 High School – 0 pupil

## 4 Emergency Services



**CITY OF LAS VEGAS**  
**DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)**  
**PROJECT OF REGIONAL SIGNIFICANCE (PRS)**

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Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

Current station is under 3 miles from site, future service on site or adjacent.

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**5 Housing, Mass Transit, Open Space and Recreation**

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Provide a brief statement setting forth the anticipated effects of the proposal on housing, mass transit, open space and recreation.

Housing Provided for full spectrum of homes from entry level up. Will coordinate with RTC on mass transit. Open space and recreation are addressed in the development agreement.

**CITY OF LAS VEGAS**  
**DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)**  
**PROJECT OF REGIONAL SIGNIFICANCE (PRS)**

**EXHIBIT 1**

Clark County School District

Valley-wide Student Yields

| Grade  | Student Yield |              |
|--------|---------------|--------------|
|        | Single-Family | Multi-Family |
| K-5    | 0.195         |              |
| 6-8    | 0.102         |              |
| 9-12   | 0.135         |              |
| P & 13 |               |              |

Single-Family units include mobile homes and townhouse.

Multi-Family units include a combination of apartments, multiplexes, and condominiums.

P & 13: Pre-school and Sunset School.

# Exhibit D

**SECOND AMENDED AND RESTATED  
SKYE CANYON PARKS AGREEMENT**

THIS SECOND AMENDED AND RESTATED SKYE CANYON PARKS AGREEMENT (the "Parks Agreement") is made this 1<sup>st</sup> day of August, 2019, by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and KAG Property, LLC, a Delaware limited liability company ("KAG" or "Master Developer"). The City and Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

- A. City and Master Developer are parties to, and desire to amend and restate, that certain Amended and Restated Skye Canyon Parks Agreement dated ~~1-1-2019~~ 1-1-2019 (the "Amended Parks Agreement"), which was entered into in connection with, and was recorded as an exhibit to, that certain Fourth Amendment and Restatement of the Development Agreement effective ~~1-1-2019~~ 1-1-2019 and recorded as instrument number ~~145~~ 2019-045-000-003 (the "Fourth Restatement"), with respect to that certain 1,032.72 gross acres of real property and the improvements constructed or to be constructed thereon identified therein as the "Community".
- B. The current owners of certain land described in Exhibit A attached hereto ("Skye Canyon") within the corporate boundaries of the City are KAG Development South, LLC, a Delaware limited liability company ("KAGDS"); KAG Development West, LLC a Delaware limited liability company ("KAGDW"); Section 12, LLC, a Delaware limited liability company ("Section 12"); MF Land, LLC, a Delaware limited liability company ("MF Land"); and G Land, LLC, a Delaware limited liability company ("G Land"). KAGDS, KAGDW, Section 12, MF Land, and G Land, and their successors and assigns may be collectively referred to as "Owner". KAGDS transferred ownership of certain portions of the property to PN II, Inc., a Nevada corporation, dba Pulte Homes of Nevada ("Pulte"), Woodside Homes of Nevada, LLC, a Nevada limited liability company ("Woodside"), Century Communities of Nevada, LLC, a Delaware limited liability company ("Century"), Pardee Homes of Nevada, a Nevada corporation ("Pardee"), Skye Canyon Marketplace, LLC, a Delaware limited liability company ("Marketplace"), TA Las Vegas SR, LLC, a Delaware limited liability company ("TALV"), Grand Canyon Village, LLC, a Nevada limited liability company ("GCV"), and Smith's Food & Drug Centers, INC., an Ohio corporation ("Smith's"). Pulte, Woodside, Century, Pardee, Marketplace, TALV, GCV, and Smith's are defined as "Designated Builders" in the Development Agreement defined below. KAG has been appointed as the attorney-in-fact to Owner and as Master Developer of Skye Canyon.
- C. Master Developer has, concurrently with the execution of this Parks Agreement, (i) entered into that certain Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community with the City (the "Development Agreement"), which amends, restates and supersedes the Fourth Restatement in its entirety.
- D. The Development Agreement contemplates that Master Developer will construct parks and other recreational amenities within Skye Canyon as a condition to the City's approval of the development project.
- E. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction tax is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.

- F. Pursuant to Section 4.24.140 of the Code, the residential construction tax may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the tax.
- G. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for, and dedicated exclusively to recreation in such development. Pursuant to Section 4 of the Development Agreement, Master Developer has organized a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas.
- H. The Parties wish to enter into this Parks Agreement: (i) to establish the amount and nature of the parks and recreational facilities to be constructed by Master Developer as part of its obligations with respect to the development of Skye Canyon, (ii) to waive the residential construction tax, (iii) to set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iv) to establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, (v) to keep portions of the Skye Canyon Center reserved for the private use of the members of the Master HOA and guests of the members of the Master HOA for a fitness facility and pool area, and (vi) for other purposes as set forth below. The Parties intend that this Parks Agreement be a covenant running with the land with respect to any Qualified Parks. The Parties agree to work in good faith to expeditiously submit and process the park plans outlined herein for the benefit of the City and Skye Canyon.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Parks Agreement amends and restates the Original Parks Agreement in its entirety and shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Park Acreage. Master Developer agrees to design and construct, at Master Developer's sole cost and expense, all of those parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit C. All recreational amenities for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park shall be dedicated to the City. All other parks and their recreational amenities shall be conveyed to the Master HOA.
2. Required Facilities of Parks. Master Developer agrees that each of the Qualified Parks shall, at a minimum, contain those amenities and features described in Exhibit E hereto (the "Required Facilities"). Master Developer and City agree that all parking and street landscaping are subject to the approval of the City Planning Department. City agrees that Master Developer shall have discretion with respect to any other amenities or features that are to be placed within the parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities. Any changes to the Required Facilities may be approved as a Minor Modification as outlined in the Development Agreement Section 3.05.
3. Design of Parks. Prior to construction of each park, Master Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a conceptual plan for such park showing the Required Facilities and any additional proposed amenities and features of the park for City's review. The conceptual plans may vary from the conceptual layouts included in Exhibit D. However, approval of a conceptual plan that conforms to the layouts in Exhibit D shall not be unreasonably withheld by the City. Following acceptance by the City of the conceptual plan, Master Developer shall proceed to design the park in accordance with the standards set forth in the Skye Canyon Design Guidelines. Where the design of a Required Facility is not contained in the

standards of the Skye Canyon Design Guidelines, the Required Facility shall be designed in accordance with the City of Las Vegas Design Standards for Parks, Trails, Buildings and Parking Facilities in effect at the time of issuance of the permit for the particular development activity (Exhibit F). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved conceptual plan, the Skye Canyon Design Guidelines, the Exhibit F, this Parks Agreement and the provisions of the Building Codes relating generally to construction of improvements within the City.

4. Construction of Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.
5. Completion Schedule. Master Developer agrees that it will adhere to the following schedule for design and construction of Parks. For purposes herein, the commencement of construction shall be upon issuance of a grading permit.
  - A) For purposes of this Parks Agreement, Skye Canyon comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. Park Areas 1, 2, 3A, 3B, and 4 are located within Skye Canyon. The Park Areas are described on Exhibit C hereto.
  - B) Master Developer shall submit to the City for its review a conceptual plan of each individual park located within the Park Areas prior to the issuance of the first (1<sup>st</sup>) permit for the construction of dwelling units within such individual Park Area that exceeds the Park Construction Trigger shown on Exhibit C. City will notify the Master Developer when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each individual Park Area.
  - C) Master Developer shall prepare ninety (90) percent construction drawings and specifications for each individual park and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the conceptual plans for such individual park. Master Developer shall subsequently submit one hundred (100) percent construction drawings and specifications within ninety (90) days of completion of the City's review of the ninety (90) percent construction drawings and specifications.
  - D) Master Developer shall commence construction of each individual park located within a Park Area located within Skye Canyon within the timeframe described below and shall complete each such individual park within eighteen (18) months of the start of construction (except as otherwise provided below with respect to Officer Alyn Beck Memorial Park and Skye Canyon Center). Master Developer acknowledges that building permits for residential dwelling units issued within both EASTLAND and Skye Canyon shall be counted for purposes of determining when Master Developer must commence construction of Officer Alyn Beck Memorial Park, Officer Igor Soldo Memorial Park and Skye Canyon Center as described in subsections 5E, 5F and 5G below.
  - E) Master Developer shall commence construction of the Officer Alyn Beck Memorial Park in conformance with the approved construction drawings prepared for the Officer Alyn Beck Memorial Park prior to the issuance of the one thousandth (1,000<sup>th</sup>) building permit for a residential dwelling unit within all of the Skye Canyon and EASTLAND development. Master Developer acknowledges that building permits for residential dwelling units issued within both EASTLAND and Skye Canyon shall be counted for purposes of determining when Master Developer must commence construction. The City shall, at City expense, cause the existing construction drawings entitled, "Indian Hills Park Las Vegas Nevada Project Number 05.15341.04", and dated March 14<sup>th</sup> 2008 to be reviewed for code compliance and updated as necessary. The design drawings shall then be approved by the City. The City shall complete this code compliance and approval process no later than one hundred twenty (120) days prior to the Master Developer's commencement of construction. Master Developer will complete construction within twenty-four (24) months of

commencement of the Officer Alyn Beck Memorial Park.

F) Master Developer will design and construct the Officer Igor Soldo Memorial Park on APN 126-01-401-013. Master Developer acknowledges that building permits for residential dwelling units issued within both EASTLAND and Skye Canyon shall be counted for purposes of determining when Master Developer must commence construction. The park will contain the amenities and structures depicted in the conceptual design described in Exhibit D and conform to the standards set forth in Exhibit F. Master Developer shall commence design within one hundred eighty (180) calendar days of receiving notice from the City that: a) notifies Master Developer of the issuance of the four thousand two hundred ninetyeth (4,290<sup>th</sup>) building permit for a residential dwelling unit within Skye Canyon and EASTLAND; and b) contains confirmation that adequate flood control facilities are in place to protect the park. Master Developer will prepare construction drawings and will commence and complete construction in accordance with this Parks Agreement subsections 5C and 5D above.

G) Master Developer has constructed a community center building in Park 2.13 ("Skye Canyon Center"). Additionally, Master Developer will construct and complete 3.11 acres of park area in Park 2.13 prior to the issuance of the two thousand five hundredth (2,500<sup>th</sup>) building permit for a residential dwelling unit within Skye Canyon. The Parties acknowledge and agree that portions of the Skye Canyon Center may be reserved for the private use of members of the Master HOA and guests of the members of the Master HOA.

H) PARK 1

- a. Park 1.5 and Park 1.6
- b. .47 net acres and 1.7 net acres
- c. Commence construction prior to the issuance of the three hundred twelfth (312<sup>th</sup>) building permit for a residential dwelling unit in Park Area 1.

I) PARK 2

- a. Park 2.23C
- b. 2.13 net acres
- c. Commence construction prior to the issuance of the one hundred seventeenth (117<sup>th</sup>) building permit for a residential dwelling unit in Park Area 2.

J) PARK 3

- a. Park 2.04
- b. 2.94 net acres
- c. Commence construction prior to the issuance of the one hundred seventeenth (117<sup>th</sup>) building permit for a residential dwelling unit in Park Area 3A.

K) PARK 4

- a. Park 2.31
- b. 2.11 net acres

- c. Commence construction prior to the issuance of the one hundred seventeenth (117<sup>th</sup>) building permit for a residential dwelling unit in Park Area 3B.

L) PARK 5

- a. Park 2.36
- b. .82 net acres
- c. Commence construction prior to the issuance of the three hundred twelfth (312<sup>th</sup>) building permit for a residential dwelling unit in Park Area 3B.

M) PARK 6

- a. Park 5.13
- b. 2.20 net acres
- c. Commence construction prior to the issuance of the one hundred seventeenth (117<sup>th</sup>) building permit for a residential dwelling unit in Park Area 4.

N) PARK 7

- a. Park 5.12
- b. 1.92 net acres
- c. Commence construction prior to the issuance of the three hundred twelfth (312<sup>th</sup>) building permit for a residential dwelling unit in Park Area 4.

6. Public's Right to Use of Qualified Parks. Master Developer agrees that the Qualified Parks will be available for use by the general public on a non-discriminatory basis except as described in Section 5(G) of this Parks Agreement. Master Developer shall ensure that a land use restriction creating nondiscriminatory access and use rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Master HOA shall record such restriction and provide such copy to the City upon receiving such Qualified Park from Developer. Except for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park, which shall be dedicated to the City, each Qualified Park shall be conveyed by Master Developer to the Master HOA within sixty (60) days of final completion and accepted as a "Park" to be maintained by the Master HOA pursuant to a declaration that meets the requirements of NRS Chapter 116.

7. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (the "HOA Parks"), except for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park, which shall be maintained by the City, within thirty (30) days of completion. City will commence maintenance of Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park within thirty (30) days of completion of construction and acceptance of such parks by City. The City shall maintain Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park to similar maintenance standards that the City establishes for all parks. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit G takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City



with respect to the Qualified Parks pursuant to NRS 278.4789.

8. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA. Both Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park will use park signage approved by the City of Las Vegas Park Standards.
9. Amendment of the Declaration. Neither Master Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.
10. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. Likewise, in the event of damage to or destruction of Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park, per City policy the City shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Declaration and this Parks Agreement.
11. Construction of Qualified Parks. Master Developer shall, at Master Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.
12. Park Contribution Payment. Master Developer agrees to contribute two hundred fifty thousand dollars (\$250,000) to the design and construction of the Northwest Regional Park (the "Park Contribution Payment"). Master Developer shall pay the Park Contribution Payment to City within thirty (30) days of the Effective Date of the Fifth Amendment and Restatement to the Development Agreement.
13. Waiver of Residential Construction Tax. In consideration of Master Developer's agreement to construct all of the Qualified Parks identified in this Parks Agreement and to make the Park Contribution Payment, City hereby waives the residential construction tax for all the residences constructed in Skye Canyon up to the maximum number of residential units permitted by the Development Agreement and further waives the requirement for security for the estimated cost of construction.
14. Use of Flood Control Facilities. City will allow Master Developer to construct open space, parks, trails and other recreational amenities within drainage corridors, drainage channels, and flood plains (for purposes of this Section only these terms may otherwise be defined as "Flood Facilities") so long as the Flood Facilities meet the minimum design and construction standards of City and the Clark County Regional Flood Control District. Master Developer shall be responsible for the replacement and/or repair of the open space, parks, trails and other recreation amenities within such Flood Facilities, if and when damaged or destroyed by water until such time as Master Developer shall convey the facilities to the Master HOA. This provision shall survive any termination or expiration of this Parks Agreement.
15. Enforcement and Remedies.
  - (a) General. If any Party defaults in the performance of any obligation under this Parks

Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ('Nondefaulting Party'), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within ten (10) days of written demand, for the cost thereof the failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Parks Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Agreement.

- (b) Withholding of Residential Permits. If Master Developer fails to cure any default of its obligations described in Section 5, the City Council may, after a hearing, withhold the issuance of residential dwelling unit permits within Skye Canyon. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.
- (c) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

#### 16. Miscellaneous.

- (a) Assignment. Master Developer may assign all of its rights and obligations under this Parks Agreement in conjunction with assignment to a successor Master Developer contemplated under Section 11 of the Development Agreement. Posting of a performance bond by a successor Master Developer shall not be required by the City so long as successor Master Developer assumes all Master Developer obligations in the Development Agreement, including the obligations in this Parks Agreement. If Master Developer (or successor Master Developer) desires to assign all or part of its rights and obligations under this Parks Agreement to anyone other than a successor Master Developer (or new successor Master Developer), the Parks Agreement Assignee shall assume the assigned rights and obligations, and the City shall not unreasonably withhold approval of such assignment. However, prior to the City's approval of such assignment to a Parks Agreement Assignee, Parks Agreement Assignee's performance shall be secured by a performance bond in the amount and form, and from a surety, agreed to by the City. The performance bond shall name the City and Master HOA as joint Obligees until such time that all outstanding obligations assumed by the Parks Agreement Assignee are complete and the parks are conveyed to the Master HOA. The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City, which shall not be unreasonably withheld.
- (b) Notices. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.
- (c) Interpretation. The captions of the various provisions of this Parks Agreement are for

convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

- (d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.
- (e) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.
- (f) Duration and Amendment. This Parks Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Master Developer, the City, and the Master HOA.
- (g) No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within Skye Canyon.
- (h) Counterparts. This Parks Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Parks Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Parks Agreement by such Party as if the Party had delivered an actual physical original of this Parks Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO THE SKYE CANYON PARKS AGREEMENT

KAG Property LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

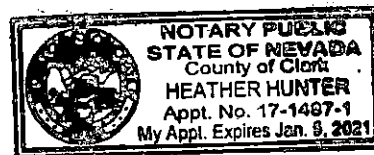
Title: \_\_\_\_\_

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On the 29 day of JULY, 2019, before me, the undersigned, personally appeared Garry V. Goett personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State



CITY OF LAS VEGAS, NEVADA

By: \_\_\_\_\_

Print Name: Carolyn Goodman

Title: Mayor

ATTEST:

\_\_\_\_\_  
LuAnn Holmes, City Clerk

Approved as to Form:

\_\_\_\_\_  
Seth T. Floyd  
Deputy City Attorney

8/5/19

## EXHIBITS

|                  |                                                                           |
|------------------|---------------------------------------------------------------------------|
| <u>Exhibit A</u> | Property Description                                                      |
| <u>Exhibit B</u> | Trail and Park Exhibit                                                    |
| <u>Exhibit C</u> | Park Trigger Exhibit                                                      |
| <u>Exhibit D</u> | Conceptual Park Plans                                                     |
| <u>Exhibit E</u> | Required Facilities Matrix                                                |
| <u>Exhibit F</u> | City Design Standards for Parks, Trails, Building, and Parking Facilities |
| <u>Exhibit G</u> | Maintenance Plan                                                          |

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# **PARKS AGREEMENT**

## **EXHIBIT A**

---

### **PROPERTY DESCRIPTION**

| Assessor's Parcel Number        | Parcel Name                                                                    |
|---------------------------------|--------------------------------------------------------------------------------|
| 126-12-810-001                  | 2.21A                                                                          |
| 126-12-410-001                  | 2.21B                                                                          |
| 126-12-414-001                  | 2.20                                                                           |
| 126-12-414-002                  | 2.38                                                                           |
| 126-12-101-003                  | 5.21,5.08,5.17,5.06,5.07,5.20,5.12                                             |
| 126-12-501-003                  | 5.02,5.03,2.07,5.01,2.31,2.32,5.09,2.10,2.09,2.08,2.30,2.36,5.10,2.1,2.34,2.12 |
| 125-07-201-007                  | 2.06, Portion of 2.04, Portion of 2.02                                         |
| 125-07-210-007                  | Portion of Parcel 2.37                                                         |
| 125-07-210-006                  | Portion of Parcel 2.37                                                         |
| 125-07-210-002                  | Portion of Parcel 2.37                                                         |
| 125-07-210-003                  | Portion of Parcel 2.37                                                         |
| 125-07-210-005                  | Portion of Parcel 2.37                                                         |
| 125-07-101-009                  | Portion of Parcel 2.04, 4.5, & 2.02, 2.06, 2.03,2.01                           |
| 125-06-401-001                  | Portion of Parcel 4.5 and 4.04                                                 |
| 125-06-401-005                  | Portion of Parcel 4.5                                                          |
| 125-06-301-001                  | 4.09                                                                           |
| 125-06-399-001                  | Portion of Parcel NDOT GC                                                      |
| Multiple APNs                   | 1.4                                                                            |
| 125-07-412-210                  | Portion of 1.5                                                                 |
| 125-07-411-127                  | Portion of 1.5                                                                 |
| 125-07-411-126                  | 1.6                                                                            |
| Multiple APNs                   | 1.3                                                                            |
| Multiple APNs                   | 1.2                                                                            |
| Multiple APNs                   | 1.1                                                                            |
| 126-12-710-001                  | 2.13                                                                           |
| 126-12-710-002                  | 2.14                                                                           |
| Multiple APNs                   | 2.29                                                                           |
| Multiple APNs                   | 2.28                                                                           |
| Multiple APNs                   | 2.27                                                                           |
| Multiple APNs                   | 2.15                                                                           |
| Multiple APNs                   | 2.16                                                                           |
| 126-12-312-001                  | 2.17                                                                           |
| Multiple APNs                   | 2.23B                                                                          |
| 126-12-412-111                  | 2.23C                                                                          |
| Multiple APNs                   | 2.23A                                                                          |
| 126-12-411-001                  | 2.35                                                                           |
| ROW                             |                                                                                |
| Horse (OR:20141124:03400)       |                                                                                |
| Hualapai<br>(OR:20141124:03399) |                                                                                |

1027.79 APN Acreage

1032.72 Surveyed Acreage

Skye Canyon West

---

# **PARKS AGREEMENT**

## **EXHIBIT B**

---

**TRAIL AND PARK EXHIBIT**





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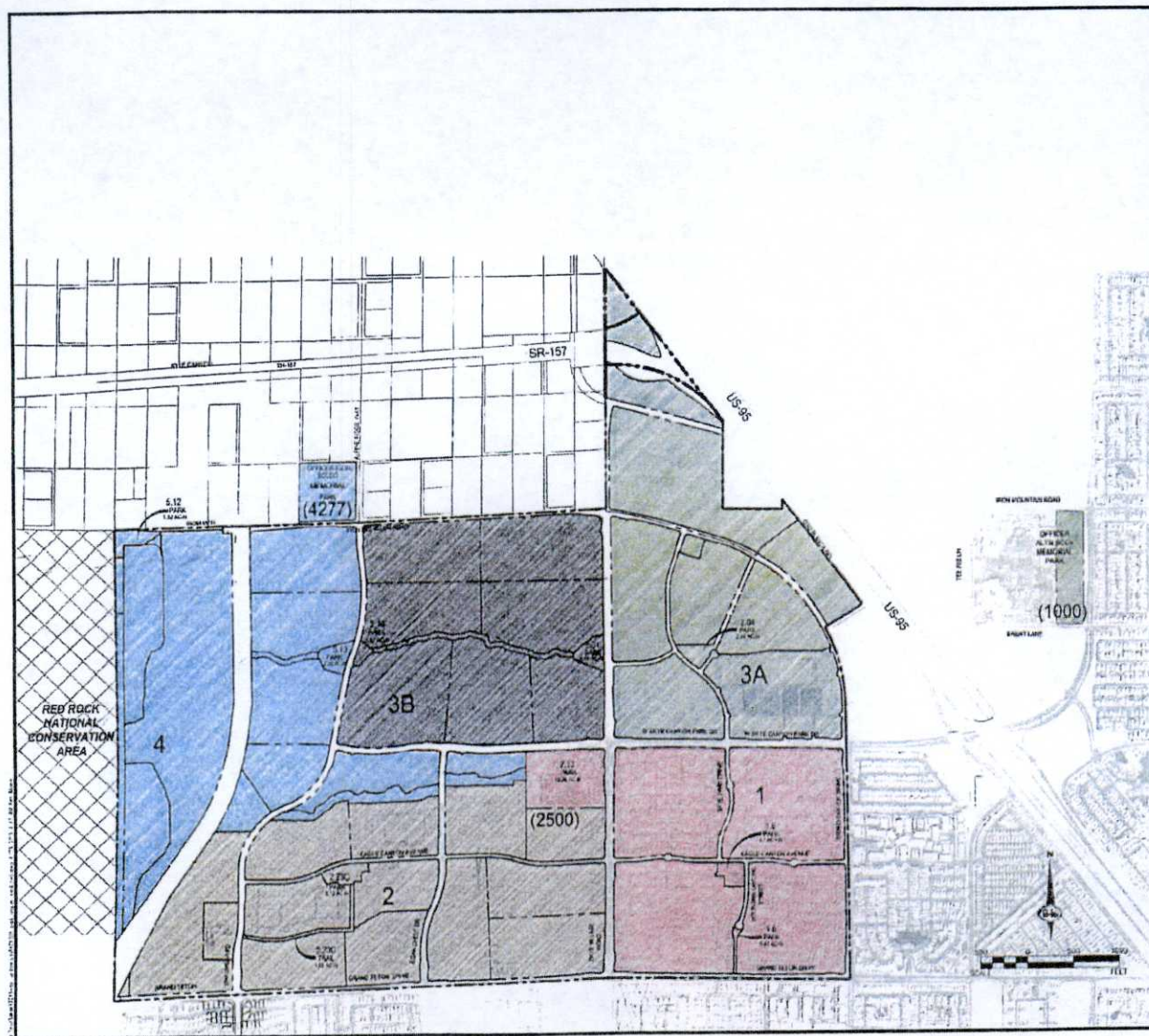
# **PARKS AGREEMENT**

## **EXHIBIT C**

---

**PARK TRIGGER EXHIBIT**





**LEGEND**

|  |                        |
|--|------------------------|
|  | PARK AREA 1            |
|  | PARK AREA 2            |
|  | PARK AREA 3A           |
|  | PARK AREA 3B           |
|  | PARK AREA 4            |
|  | PROJECT/PHASE BOUNDARY |

**PARK AREAS**

| PARK        | PARK AREA | PARK PARCELS | PROBABLE DWELLING UNITS | PARK CONSTRUCTION TRIGGER |
|-------------|-----------|--------------|-------------------------|---------------------------|
| 1           | 1         | 1.5 & 1.6    | 752                     | 312                       |
| COM. CENTER | 1         | 2.13         | 752                     | 312                       |
| 2           | 2         | 2.23C        | 1562                    | 117                       |
| 3           | 3A        | 2.04         | 1001                    | 117                       |
| 4           | 3B        | 2.31         | 1221                    | 117                       |
| 5           | 3B        | 2.36         | 1221                    | 312                       |
| 6           | 4         | 5.13         | 897                     | 117                       |
| 7           | 4         | 5.12         | 897                     | 312                       |

NOTE:  
 \*PROBABLE DWELLING UNITS IN EACH ACTIVE ADULT PARCEL  
 \*\*ACTIVE ADULT PARCEL SPECIFIC PARK CONSTRUCTION TRIGGER



**PARK TRIGGER EXHIBIT**

**SLATER HANIFAN GROUP**  
 CONSULTING ENGINEERS & PLANNERS  
 8700 N. GAVELLY STREET, SUITE 200, LAS VEGAS, NV 89118  
 PHONE (702) 844-8388 FAX (702) 844-8389



---

# **PARKS AGREEMENT**

## **EXHIBIT D**

---

### **CONCEPTUAL PARK PLANS**



TIE INTO EXISTING  
PERIMETER FENCE  
AT PROPERTY LINE



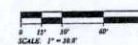
PLANT SCHEDULE - 3/20/19

| NO. | PLANT NAME      | QTY | DATE    |
|-----|-----------------|-----|---------|
| 1   | SPRING PLANTING | 100 | 3/20/19 |
| 2   | SPRING PLANTING | 100 | 3/20/19 |
| 3   | SPRING PLANTING | 100 | 3/20/19 |
| 4   | SPRING PLANTING | 100 | 3/20/19 |
| 5   | SPRING PLANTING | 100 | 3/20/19 |
| 6   | SPRING PLANTING | 100 | 3/20/19 |
| 7   | SPRING PLANTING | 100 | 3/20/19 |
| 8   | SPRING PLANTING | 100 | 3/20/19 |
| 9   | SPRING PLANTING | 100 | 3/20/19 |
| 10  | SPRING PLANTING | 100 | 3/20/19 |
| 11  | SPRING PLANTING | 100 | 3/20/19 |
| 12  | SPRING PLANTING | 100 | 3/20/19 |
| 13  | SPRING PLANTING | 100 | 3/20/19 |
| 14  | SPRING PLANTING | 100 | 3/20/19 |
| 15  | SPRING PLANTING | 100 | 3/20/19 |
| 16  | SPRING PLANTING | 100 | 3/20/19 |
| 17  | SPRING PLANTING | 100 | 3/20/19 |
| 18  | SPRING PLANTING | 100 | 3/20/19 |
| 19  | SPRING PLANTING | 100 | 3/20/19 |
| 20  | SPRING PLANTING | 100 | 3/20/19 |
| 21  | SPRING PLANTING | 100 | 3/20/19 |
| 22  | SPRING PLANTING | 100 | 3/20/19 |
| 23  | SPRING PLANTING | 100 | 3/20/19 |
| 24  | SPRING PLANTING | 100 | 3/20/19 |
| 25  | SPRING PLANTING | 100 | 3/20/19 |
| 26  | SPRING PLANTING | 100 | 3/20/19 |
| 27  | SPRING PLANTING | 100 | 3/20/19 |
| 28  | SPRING PLANTING | 100 | 3/20/19 |
| 29  | SPRING PLANTING | 100 | 3/20/19 |
| 30  | SPRING PLANTING | 100 | 3/20/19 |
| 31  | SPRING PLANTING | 100 | 3/20/19 |
| 32  | SPRING PLANTING | 100 | 3/20/19 |
| 33  | SPRING PLANTING | 100 | 3/20/19 |
| 34  | SPRING PLANTING | 100 | 3/20/19 |
| 35  | SPRING PLANTING | 100 | 3/20/19 |
| 36  | SPRING PLANTING | 100 | 3/20/19 |
| 37  | SPRING PLANTING | 100 | 3/20/19 |
| 38  | SPRING PLANTING | 100 | 3/20/19 |
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| 51  | SPRING PLANTING | 100 | 3/20/19 |
| 52  | SPRING PLANTING | 100 | 3/20/19 |
| 53  | SPRING PLANTING | 100 | 3/20/19 |
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| 78  | SPRING PLANTING | 100 | 3/20/19 |
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| 81  | SPRING PLANTING | 100 | 3/20/19 |
| 82  | SPRING PLANTING | 100 | 3/20/19 |
| 83  | SPRING PLANTING | 100 | 3/20/19 |
| 84  | SPRING PLANTING | 100 | 3/20/19 |
| 85  | SPRING PLANTING | 100 | 3/20/19 |
| 86  | SPRING PLANTING | 100 | 3/20/19 |
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| 88  | SPRING PLANTING | 100 | 3/20/19 |
| 89  | SPRING PLANTING | 100 | 3/20/19 |
| 90  | SPRING PLANTING | 100 | 3/20/19 |
| 91  | SPRING PLANTING | 100 | 3/20/19 |
| 92  | SPRING PLANTING | 100 | 3/20/19 |
| 93  | SPRING PLANTING | 100 | 3/20/19 |
| 94  | SPRING PLANTING | 100 | 3/20/19 |
| 95  | SPRING PLANTING | 100 | 3/20/19 |
| 96  | SPRING PLANTING | 100 | 3/20/19 |
| 97  | SPRING PLANTING | 100 | 3/20/19 |
| 98  | SPRING PLANTING | 100 | 3/20/19 |
| 99  | SPRING PLANTING | 100 | 3/20/19 |
| 100 | SPRING PLANTING | 100 | 3/20/19 |



KEY MAP

# Park 2.13 - Park Expansion Conceptual Landscape Plan (3.11 AC)



DONALD TEAL, RLA, NEVADA LICENSE #339

FOR RESUBMITTAL  
Date: 04/11/2019

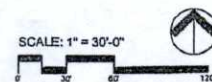
Landscaping Architecture  
Landscape Planning  
Urban Design  
phone 485.949.7127  
fax 485.949.3434

3295 North Greenwater Blvd  
Suite 12  
Scottsdale, Arizona 85251





Park 1.5 - Paseo Site Plan  
(0.47 AC NET)



Conceptual Community Parks

NOVIS  
LANDSCAPE ARCHITECTURE  
200 FISHKILL

# EAGLE CANYON

7 STALL PARKING LOT  
RESTROOM  
BUILDING  
SPLASH PAD

GATED ENTRANCE WITH  
TUBULAR STEEL FENCE

61  
TOT LOT  
SHADE  
STRUCTURE  
BASKETBALL  
COURT

NATURAL GRAY  
COLOR CONCRETE  
WALK

59

SHRUB AREAS  
FITNESS STATIONS

MOUNTAIN LANDING

OPEN TURF  
PLAY AREA  
ENHANCED PAVING  
AT GATED ENTRANCE  
SWITCH GEAR

**NOTE**  
PARKING TO MEET ADA CITY  
STANDARD REQUIREMENTS

SCALE: 1" = 30'-0"



1.7 AC NET

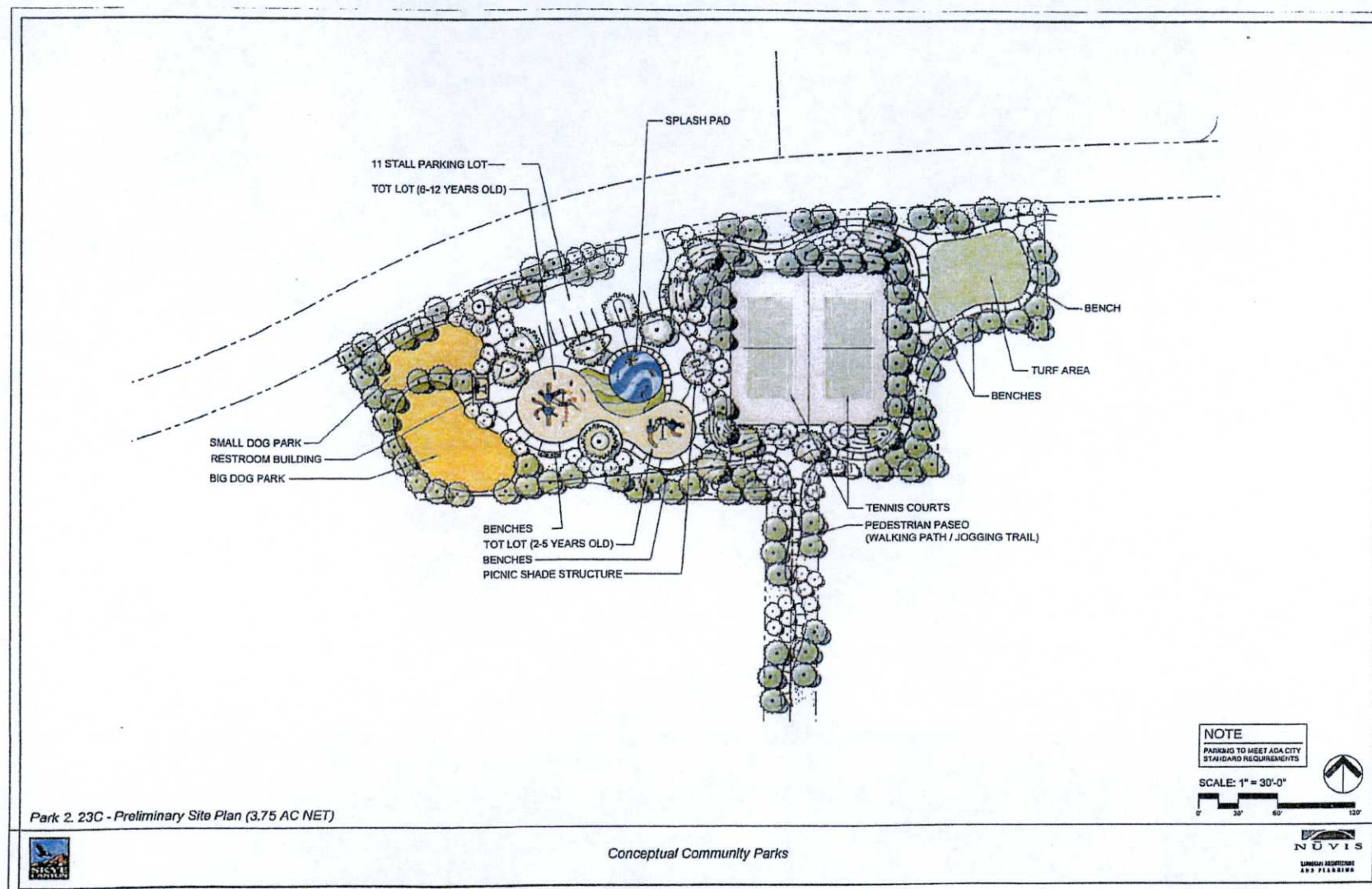
Park 1.6 - Eagle Canyon Park Site Plan



Conceptual Community Parks

**NOVIS**  
LANDSCAPE ARCHITECTURE  
AND PLANNING

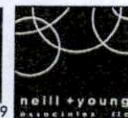








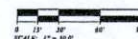




FOR RESUBMITTAL  
Date:04/11/2019

Landscape Architecture  
Land Planning  
Urban Design  
phone 480.949.7127  
fax 480.949.2655  
3295 north drinkwater blvd  
suite 12  
scottsdale, arizona 85251

Park 2.31 - Conceptual Landscape Plan (2.11 AC)

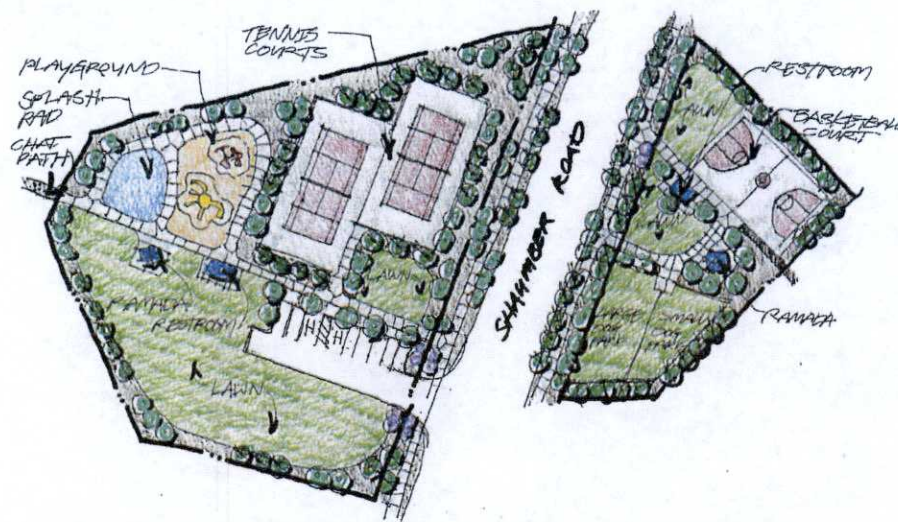


Know what's below.  
Call before you dig.

**SKYE  
CANYON**

DONALD TEAL, RLA, NEVADA LICENSE #339





Park 5.13 (2.20 AC)

Park 2.36 (0.82 AC)

#### PLANT MATERIALS LEGEND

| SYM.                | PLANT NAME                                                  | SIZE    | QTY | REMARKS                    |
|---------------------|-------------------------------------------------------------|---------|-----|----------------------------|
| <b>TREES</b>        |                                                             |         |     |                            |
|                     | Eleocharis acicularis                                       | 24" BOX |     |                            |
|                     | Fraxinus velutina                                           | 36" BOX |     |                            |
|                     | Fraxinus velutina                                           | 24" BOX |     |                            |
|                     | Lonicera 'Halls'                                            | 24" BOX |     | Shrub Form (non-flowering) |
|                     | Pinus strobus                                               | 36" BOX |     |                            |
|                     | Pinus strobus                                               | 24" BOX |     |                            |
|                     | Pinus strobus                                               | 36" BOX |     |                            |
|                     | Pinus strobus                                               | 24" BOX |     |                            |
|                     | Pinus strobus                                               | 36" BOX |     |                            |
|                     | Pinus strobus                                               | 24" BOX |     |                            |
|                     | Pinus strobus                                               | 36" BOX |     |                            |
|                     | Pinus strobus                                               | 24" BOX |     |                            |
| <b>SHRUBS</b>       |                                                             |         |     |                            |
|                     | Eleocharis acicularis                                       | 3 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
| <b>GROUNDCOVERS</b> |                                                             |         |     |                            |
|                     | Lonicera 'Halls'                                            | 1 GAL   |     |                            |
| <b>VINE</b>         |                                                             |         |     |                            |
|                     | Lonicera 'Halls'                                            | 5 GAL   |     |                            |
| <b>MISC.</b>        |                                                             |         |     |                            |
|                     | DECOMPOSED GRAVEL, 3/4" SCREENED                            |         |     |                            |
|                     | BRICK, BROWN (MATCH EXISTING MATERIALS)                     |         |     |                            |
|                     | ALL SHRUB AREAS TO RECEIVE LAYER OF 1" SCREENED BRICK BROWN |         |     |                            |
|                     | FOR WEEDING AND SHALL BE SPREAD EVENLY THROUGHOUT ALL       |         |     |                            |
|                     | SHRUB PLANTING AREAS AFTER PLANTING HAS BEEN COMPLETED.     |         |     |                            |
|                     | PAVING RUB                                                  |         |     |                            |
|                     | AND REPAIR TO EXISTING WATER (FOR CIPAS)                    |         |     |                            |
|                     | INSTALL AND MANUFACTURE SPECIFICATIONS.                     |         |     |                            |
|                     | SCOPE RUB TO 10 TO 125. MATCH EXISTING INSTALLATION.        |         |     |                            |
|                     | CAST IN PLACE CURE                                          |         |     |                            |

### Park 5.13 (2.20 AC) & 2.36 (.82 AC) - Conceptual Landscape Plan



Knew what's below.  
Call before you dig.



DONALD TEAL, RLA, NEVADA LICENSE #339

FOR RESUBMITTAL  
Date: 04/11/2019

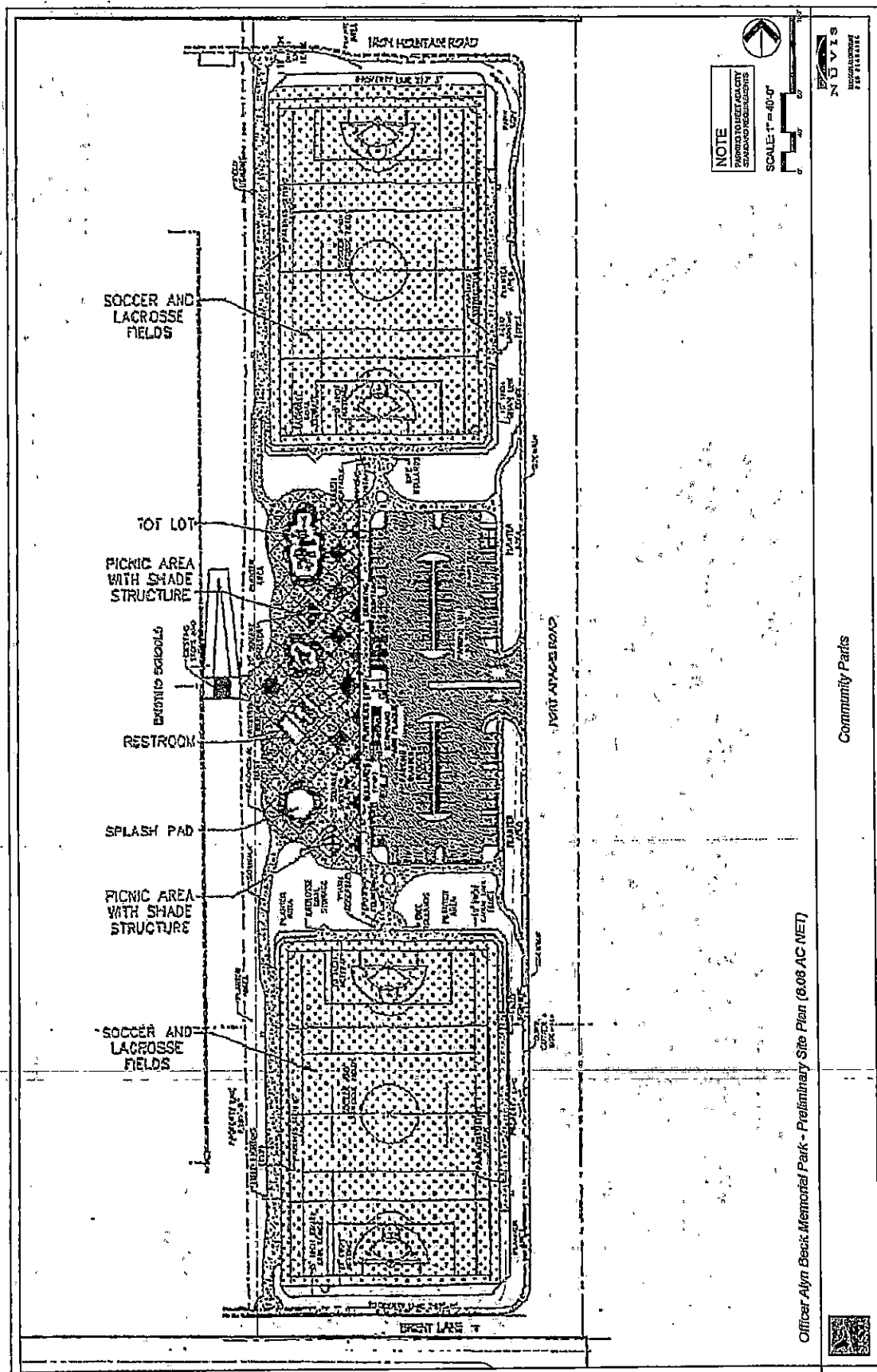
Landscape Architecture  
Landscape Planning  
Urban Design  
phone 480.945.7137  
fax 480.945.2835

3275 North Olive Street  
Suite 12  
Scottsdale, Arizona 85261





Landscape Architecture  
Land Planning  
Urban Design  
phone 480.949.7127  
fax 480.949.2655  
3375 north drinkwater blvd  
suite 12  
scottsdale, arizona 85251



NOTE  
 THIS PLAN IS PRELIMINARY  
 AND SUBJECT TO CHANGE  
 SCALE: 1" = 40'-0"

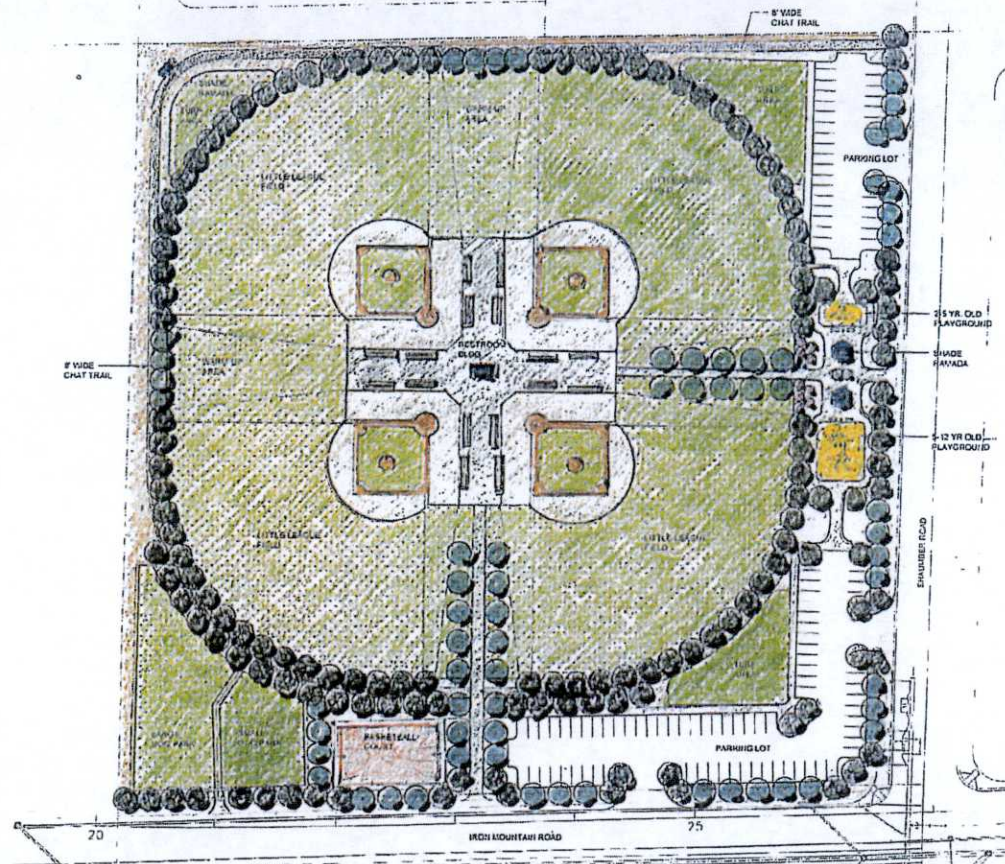
Officer Alyn Beck Memorial Park - Preliminary Site Plan (8.08 AC NET)



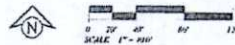
Community Parks

NOV 15  
 2011





Officer Igor Soldo Memorial Park - Preliminary Site Plan  
(9.57 AC NET)



Date: 1/31/2019





LANDSCAPE ARCHITECTURE  
 LAND FARMING  
 URBAN DESIGN  
 PHONE: 833.919.2137  
 FAX: 833.919.2655  
 3219 S. 12TH AVENUE, SUITE 100  
 NORTH LAS VEGAS, NEVADA 89111

DONALD TEAL, RLA, NEVADA LICENSE #339

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# **PARKS AGREEMENT**

## **EXHIBIT E**

---

### **REQUIRED FACILITIES MATRIX**

**Current Design**

## Builder Construction



---

# **PARKS AGREEMENT**

## **EXHIBIT F**

---

**CITY DESIGN STANDARDS FOR PARKS, TRAILS, BUILDING  
AND PARKING FACILITIES**

**(CONTAINED IN A SEPARATE VOLUME)**

---

---

# PARKS AGREEMENT

## EXHIBIT G

---

### MAINTENANCE PLAN

## MAINTENANCE PLAN FOR ALL PRIVATELY MAINTAINED PARKS, FACILITIES AND OTHER COMMON AREAS

1. The Plan for Maintenance of Public and Common Areas (the "Plan") must be approved by the City and must contain provisions that outline the proposed standards and level of maintenance and/or frequency of maintenance to be provided with respect to:

- a) Common area landscaping and allowable;
- b) Paths, trails, bridges, open spaces, and other recreational areas and the related Required Facilities described in the Park Agreement;
- c) Temporary and/or seasonal facilities including temporary food stands and other structures as determined by the approved Master Design Study, but excluding all temporary structures located within the Master Design Study;
- d) All landscaping and landscaping improvements located within the City, including public rights-of-way.

2. The Plan will include provisions for maintenance of admission area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.

3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in each a building and with such frequencies as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance of the building, the entry and level of the improvements as originally intended. Any significant deviation from these standards may be implemented only after consultation with and the approval of the City. The required level of maintenance and repair shall be defined for the following components, including, without limitation:

- a) Requirements for maintenance of all the following items in a building, site and aesthetically acceptable equipment:

- Non-Synthetic Floor/Turf (All allowable types)
- Synthetic Floor/Turf (All allowable types)
- Landscaping and planting components, trees, shrubs, groundcover etc. (All allowable types)
- Color plantings (All allowable types)

- b) Requirements for maintenance of all the following items in an operable, healthy, safe and aesthetically acceptable building:

- Inspection and all associated components
- Playground equipment
- Fixtures or Park Outlets equipment
- Public Areas, including all improvements in the area
- Signs and markers
- Water features, including all splash pads, fountains, drinking fountains
- Shade and other structures, including all improvements
- Restroom facilities
- Dog park areas, including all improvements

- Lighting (All allowable types)
- Sports Courts (All allowable types)
- Walkways, pathways and roadways, with or without landscaping improvements
- Fencing, walls and gates (All allowable types)
- Signage (All allowable types)
- Amenities, including all benches, trash receptacles, trash dumpsters and planters
- All parking lots or other paved areas

4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("MHOA") but only with the written consent of the City.
5. The Plan will include a provision that in the event the Master MHOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the Declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be exercised upon and which shall have the same priority as liens for real estate taxes.

# EXHIBIT E

## SKYE CANYON DEVELOPMENT AGREEMENT DEVELOPER SPECIAL IMPROVEMENT GUIDELINES

---

# CITY OF LAS VEGAS

## DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES



---

December 2, 1992

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# TABLE OF CONTENTS

## CITY OF LAS VEGAS

### Developer Special Improvement District Guidelines

|                                              | Page |
|----------------------------------------------|------|
| Eligible Improvements                        | 1    |
| Regional Improvements                        | 1    |
| Public Ownership Requirements                | 1    |
| Benefit                                      | 2    |
| Subdivision Improvements                     | 2    |
| Size                                         | 2    |
| Environmental Matters                        | 2    |
| Development                                  | 2    |
| Property Owner Experience                    | 2    |
| Financing Completion; Equity                 | 3    |
| Land Use                                     | 3    |
| Water, Sewer, and Other Utilities            | 3    |
| Other Permits                                | 3    |
| Assessment Bonds and Bond Security           | 3    |
| Primary Security                             | 3    |
| Reserve Fund                                 | 3    |
| Appraisal Valuation                          | 4    |
| Additional Security                          | 4    |
| Payment of Assessments; Capitalized Interest | 5    |
| Absorption Study                             | 5    |
| Floating Rate Bonds                          | 5    |
| No Pledge of General Fund or Taxing Power    | 5    |
| Bond Underwriting Commitment                 | 5    |
| Consultants                                  | 6    |
| Expenses                                     | 6    |
| Project Acquisition                          | 6    |
| Cost Overruns                                | 6    |
| Procedure                                    | 6    |
| Pre-Application Meeting                      | 6    |
| Application                                  | 7    |
| Council Approval                             | 7    |
| Security for Costs                           | 7    |

## CITY OF LAS VEGAS

### Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly-owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the city will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial, or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

#### A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities, which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.



3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than \$2,500,000.

B. Environmental Matters.

1. A Phase I environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase I assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three

(3) years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity. The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivision) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g., electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principle and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D.1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City Agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regards to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to choose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the city, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

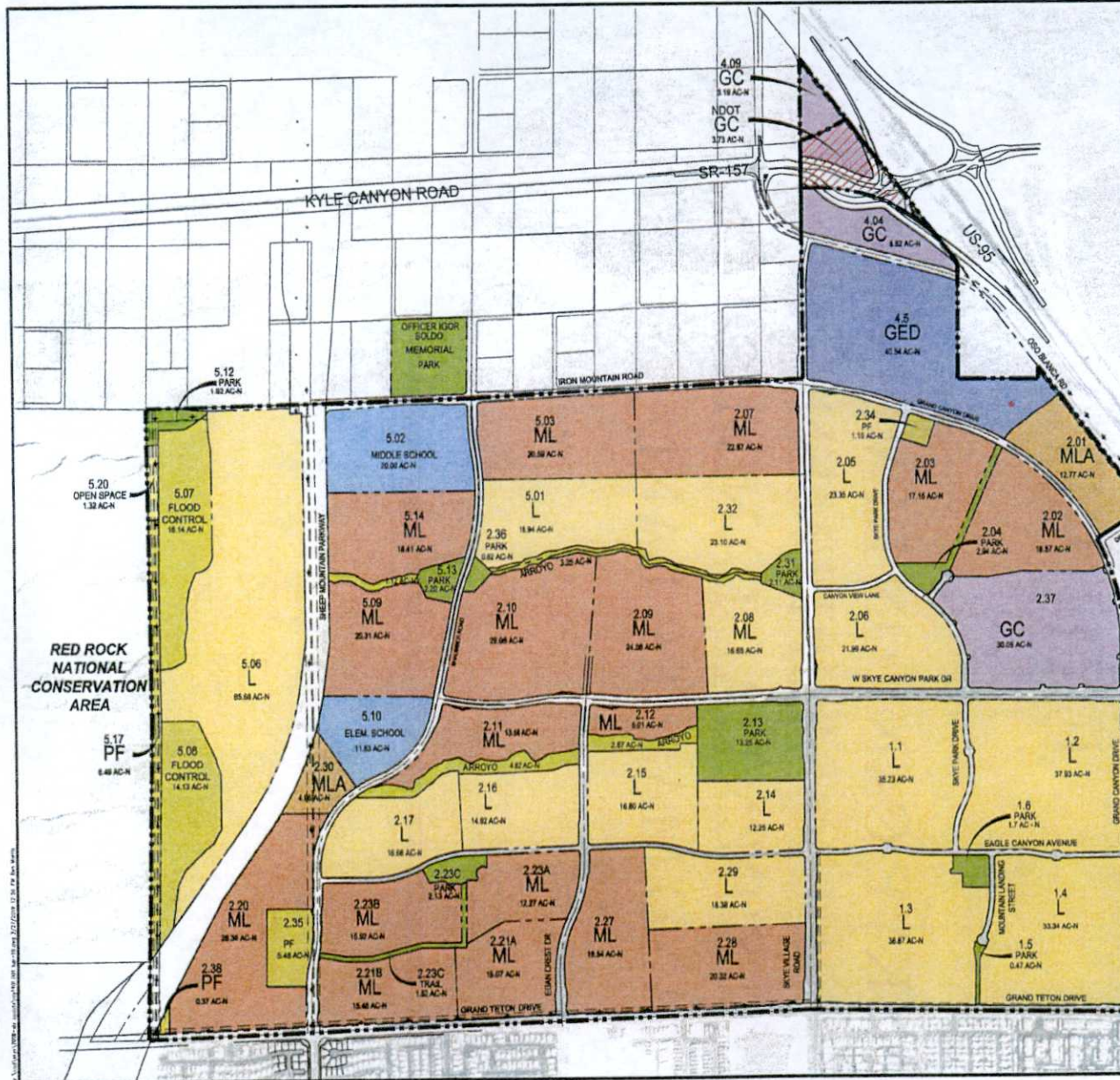
3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bonds, cash or other acceptable form of security for payments of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

# EXHIBIT F

## SKYE CANYON DEVELOPMENT AGREEMENT RESIDENTIAL LAND USE TABLE AND MASTER LAND USE PLAN





| LAND USE                          | NET ACRES | MAX DENSITY | AVERAGE DENSITY | OLD LUP  | CHANGE  |
|-----------------------------------|-----------|-------------|-----------------|----------|---------|
| RESIDENTIAL "LOW"                 | 394.12    | 15.00       | 5.19            | 324.66   | 69.46   |
| RESIDENTIAL "MEDIUM-LOW"          | 316.69    | 15.00       | 6.19            | 312.14   | 4.55    |
| RESIDENTIAL "MEDIUM-LOW ATTACHED" | 17.73     | 25.00       | 14.99           | 50.02    | (32.29) |
| RESIDENTIAL "ACTIVE ADULT"        | -         | 15.00       | 6.50            | -        | -       |
| GENERAL COMMERCIAL                | 41.76     | -           | -               | 41.96    | (0.20)  |
| GAMING                            | 40.54     | -           | -               | 39.87    | 0.67    |
|                                   | 810.84    |             |                 | 768.65   | 42.19   |
| KYLE INTERCHANGE                  | 2.75      | -           | -               | 4.69     | (1.94)  |
| SHEEP MTN. PARKWAY                | 26.50     | -           | -               | 26.50    | -       |
| FLOOD CONTROL                     | -         | -           | -               | 56.79    | (34.18) |
| PUBLIC FACILITY                   | 42.61     | -           | -               | 28.80    | 13.81   |
| PARK AND TRAIL PARCELS            | 29.20     | -           | -               | 23.83    | 5.37    |
| ARROYO                            | 11.76     | -           | -               | 11.76    | 0.00    |
| OPEN SPACE                        | 1.32      | -           | -               | 1.32     | 0.00    |
| SCHOOLS                           | 31.83     | -           | -               | 50.87    | (19.04) |
| HUALAPAI SUBSTATION               | -         | -           | -               | -        | -       |
| POWER EASEMENT                    | -         | -           | -               | -        | -       |
| ROADS                             | 75.91     | -           | -               | 73.77    | 2.14    |
| SUBTOTAL                          | 221.88    |             |                 | 264.07   | (42.19) |
| TOTAL                             | 1,032.72  |             |                 | 1,032.72 |         |

**LEGEND**

- PROJECT BOUNDARY
- EASEMENT LINE (EOL)
- EXISTING FRONTAGE ROAD EASEMENT
- EXISTING TRANSMISSION POLE
- RIGHT-OF-WAY LINE (BACK-OF-CURB)
- STREETSCAPE COMMON ELEMENT LINE
- NOT RIGHT-OF-WAY AREA - PLANNING LAND USE
- EXISTING PROJECT BOUNDARY
- PROPOSED STREET
- ARROYO
- PARK & TRAIL
- SCHOOL
- OPEN SPACE
- PF FLOOD CONTROL & PUBLIC FACILITY
- L RESIDENTIAL "LOW"
- ML RESIDENTIAL "MEDIUM-LOW"
- MLA RESIDENTIAL "MEDIUM-LOW ATTACHED"
- AA RESIDENTIAL "ACTIVE ADULT"
- GC GENERAL COMMERCIAL
- GED GAMING
- 2.5 ACRES RESERVED FOR RTC TRANSIT CENTER
- AC-N NET ACRES
- AC-G GROSS ACRES

NOTE: AC - ACRES SHOWN ARE BASED ON RIGHTS-OF-WAY SHOWN. ADDITIONAL RIGHT-OF-WAY MAY BE NEEDED AT INTERSECTIONS OF MAJOR ROADWAYS.

NOTE: STREET LANDSCAPING AC - ACRES ARE INCLUDED IN THE ADJACENT PARCELS.

SCALE: 0 400 800 FEET

NOTE: 2.5 ACRES RESERVED FOR RTC TRANSIT CENTER

**MASTER LAND USE PLAN**

**S-I-G SLATER HANIFAN GROUP**  
CONSULTING ENGINEERS & PLANNERS  
3740 S. ARVILLE STREET #218, LAS VEGAS, NV 89118  
PHONE (702) 264-8000 FAX (702) 264-8000

**Olympia Companies LLC**  
DATE: 1/17/2014



# EXHIBIT G

## SKYE CANYON DEVELOPMENT AGREEMENT MASTER DRAINAGE AND TRAFFIC STUDIES

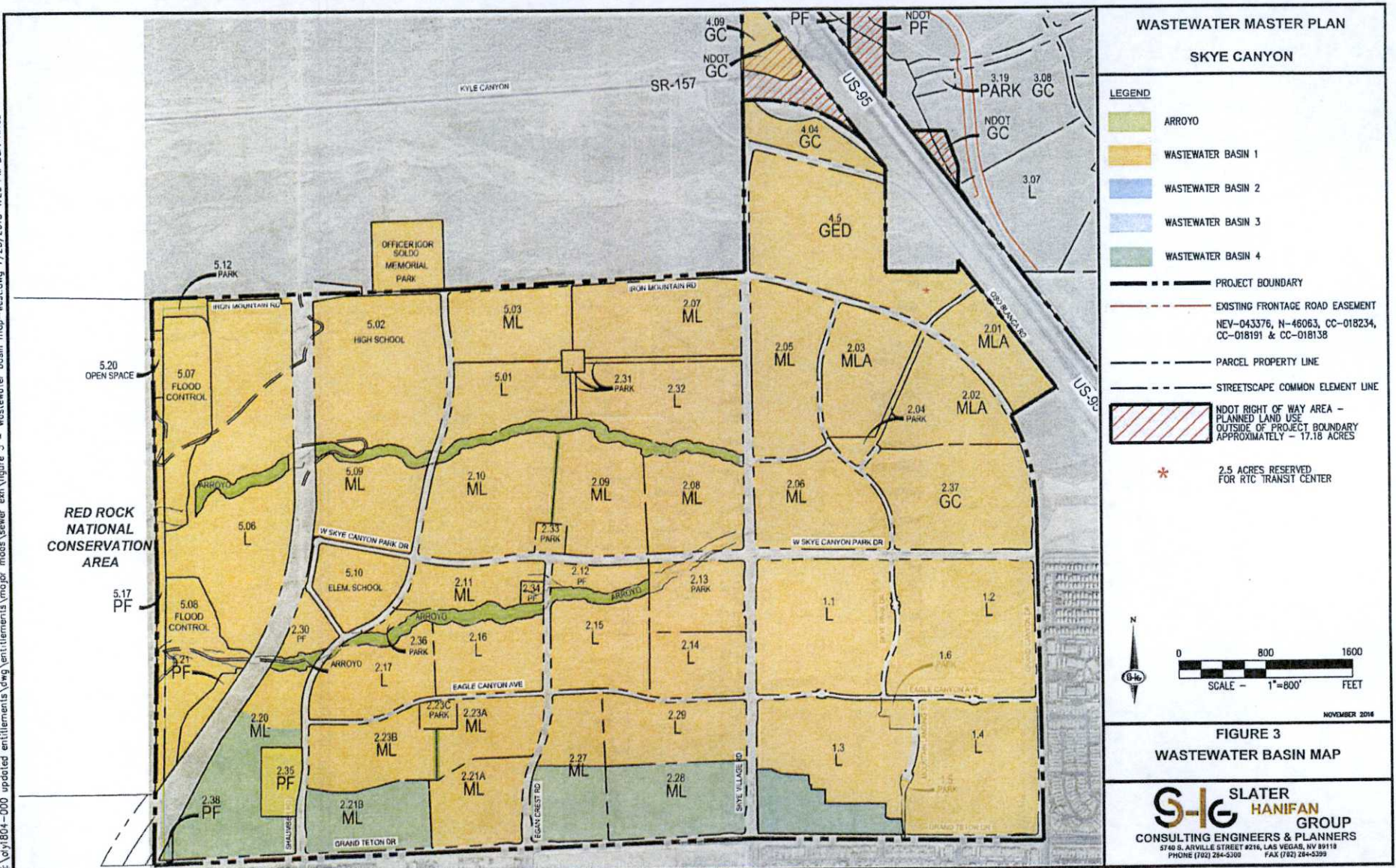
(DISK PREVIOUSLY HAND DELIVERED TO CITY OF LAS VEGAS)

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# EXHIBIT H

## SKYE CANYON DEVELOPMENT AGREEMENT OFFSITE SEWER CAPACITY LETTER

F:\p1604-000 updated entitlements\dwg\entitlements\major mods\sewer ext\figure 3 - wastewater basin map-west.dwg 7/23/2018 4:20 PM Ben Rivers







**LAS VEGAS  
CITY COUNCIL**

Carolyn G. Goodman  
Mayor

Steven D. Ross  
Mayor Pro Tem

Lois Tarkanian  
Ricki Y. Barlow  
Stavros S. Anthony  
Bob Coffin  
Bob Beers

Elizabeth N. Fretwell  
City Manager

**DEPARTMENT OF  
PUBLIC WORKS**

David N. Bowers  
Director

**DEVELOPMENT  
SERVICES CENTER**  
333 NORTH RANCHO DRIVE  
7TH FLOOR  
LAS VEGAS, NV 89106  
702.229.4532  
TTY 711



May 1, 2017

Travis Poechmann, P.E.  
Slater Hanifan Group  
5740 S. Arville Street, Suite 216  
Las Vegas, NV 89118

RE: Wastewater Master Plan Update for Skye Canyon

Dear Mr. Poechmann:

The City's review of off-property sewer impacts resulting from the Wastewater Master Plan Update (WMPU) for Skye Canyon dated November 2016 is complete. Based on the currently proposed densities and outfall locations, there are no off-property capacity shortfalls projected due to Skye Canyon. As such, no future off-property pipeline improvements will be required for this WMPU.

The City still considers Pipes P82, P92 and P93 as on-property due to the fact that they are included in the WMPU analysis and located upstream of Outfall O3. As such, this WMPU must address the capacity shortfall identifying a relief sewer requirement; otherwise modify the on-property sewer network discharging these flows to Outfall O3 in a different manner. Please submit a revised Wastewater Master Plan for Skye Canyon addressing this remaining comment.

Should there be future modifications to this conditionally approved WMPU, the City maintains its right to require a master plan update and reevaluate for off-property capacity shortfalls to be relieved by the Skye Canyon development.

If you have any questions, please feel free to email me or call me at (702) 229-2178.





**LAS VEGAS  
CITY COUNCIL**

Carolyn G. Goodman  
Mayor

Steven D. Ross  
Mayor Pro Tem

Lois Tarkanian  
Ricki Y. Barlow  
Stavros S. Anthony  
Bob Coffin  
Bob Beers

Elizabeth N. Fretwell  
City Manager

**DEPARTMENT OF  
PUBLIC WORKS**

David N. Bowers  
Director

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Parks".

Tim Parks, P.E.  
Engineering Project Manager  
Sanitary Sewer Planning  
Department of Public Works

cc: Kristina Swallow, P.E., CLV Public Works  
Keith Letus, P.E., CLV Public Works

**DEVELOPMENT  
SERVICES CENTER**  
333 NORTH RANCHO DRIVE  
7TH FLOOR  
LAS VEGAS, NV 89106  
702.229.4532  
TTY 711



cityoflasvegas  
lasvegasnevada.gov



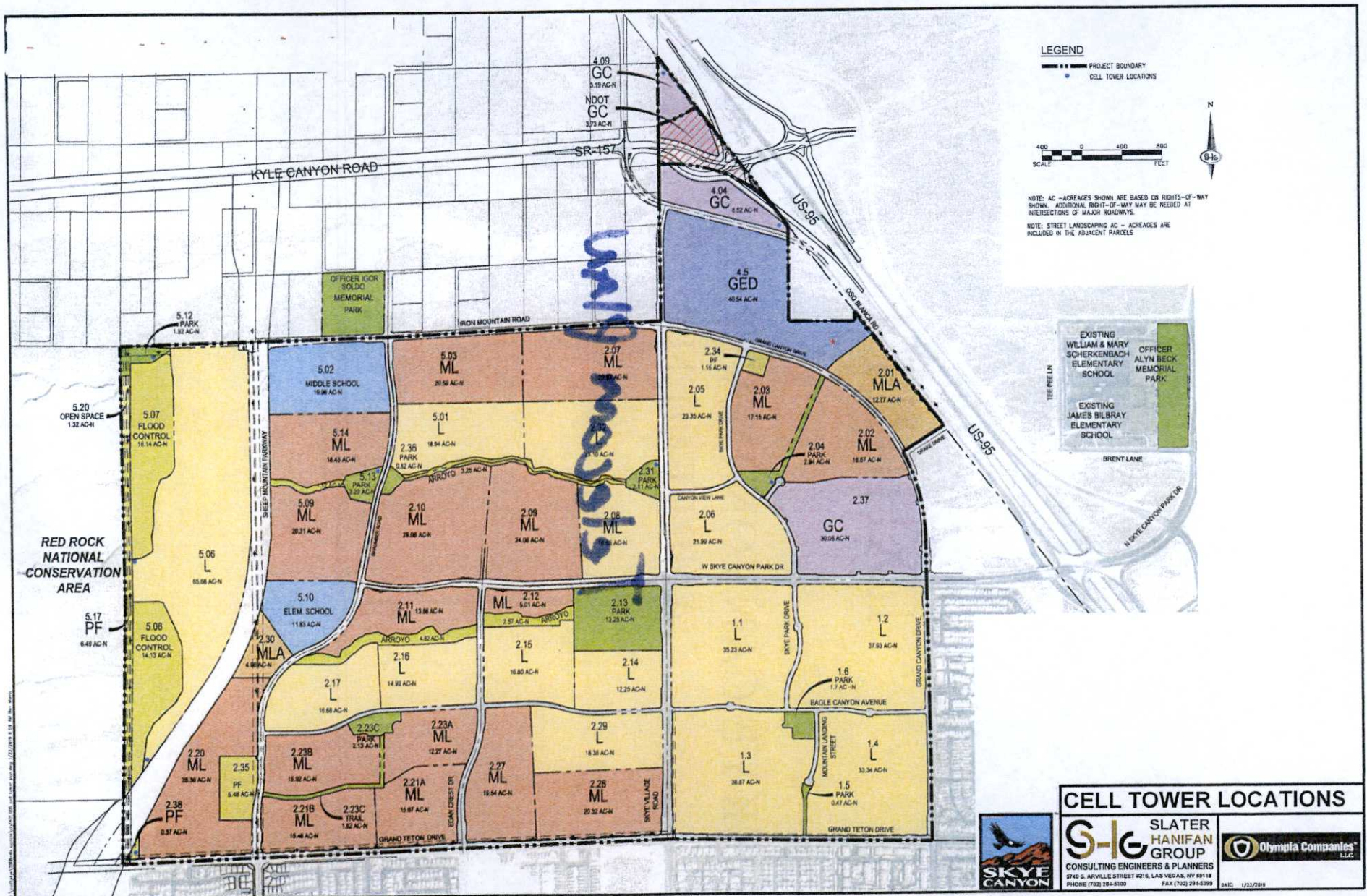


# EXHIBIT I

SKYE CANYON DEVELOPMENT  
AGREEMENT

*Telecom Plan*



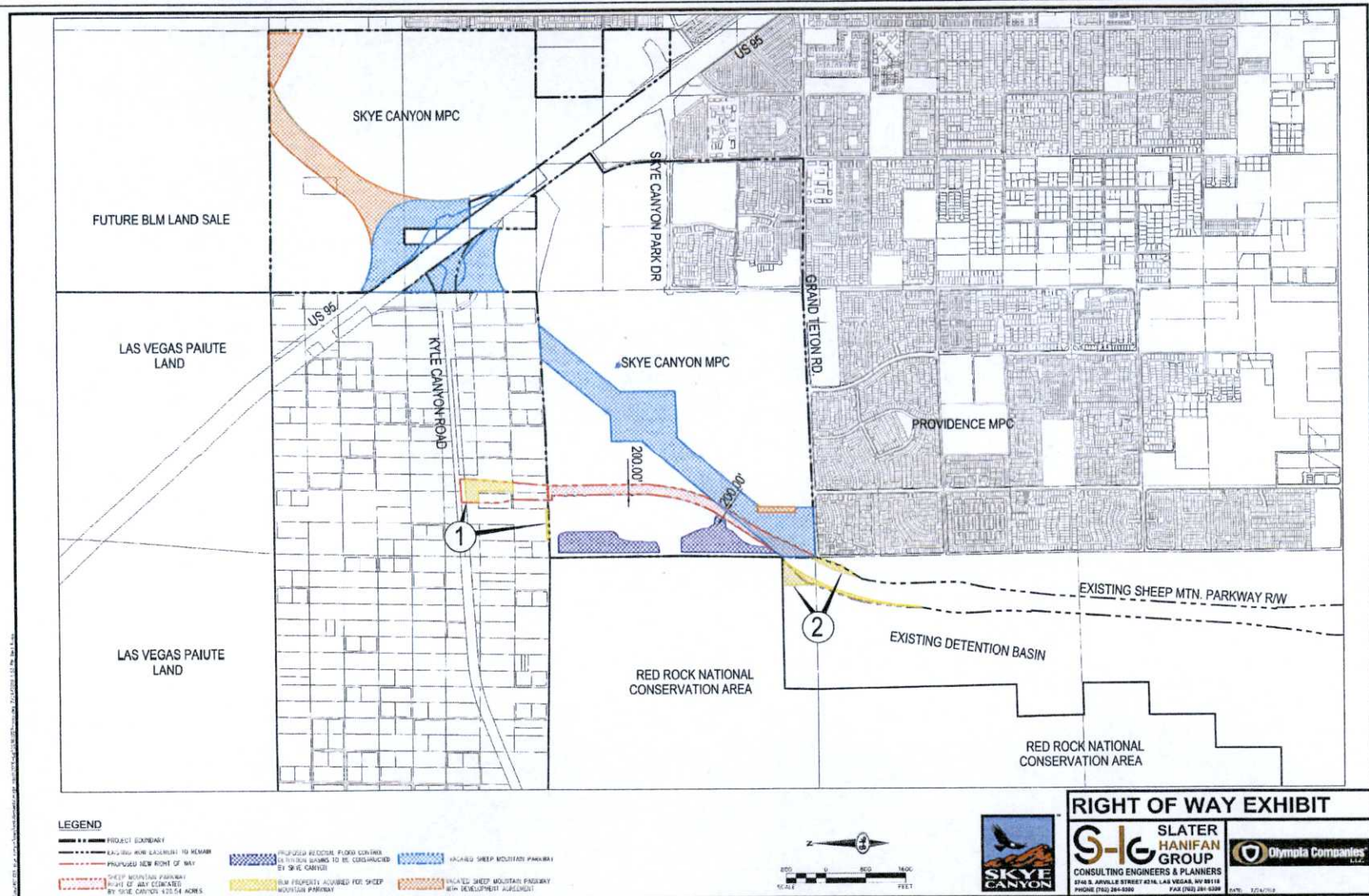


# EXHIBIT J

SKYE CANYON DEVELOPMENT  
AGREEMENT  
SHEEP MOUNTAIN PARKWAY  
RIGHT OF WAY

---





# DEPARTMENT OF PUBLIC WORKS

**Mayor:**  
CAROLYN G. GOODMAN

**City Council:**  
STEVEN D. ROSS (Mayor Pro-Tem)  
LOIS TARKANIAN  
RICKI Y. BARLOW  
STAVROS S. ANTHONY  
BOB COFFIN  
BOB BEERS

**City Manager:**  
ELIZABETH N. FRETWELL

**Director of Public Works:**  
DAVID N. BOWERS, P.E., P.T.O.E.

**City Engineer:**  
ALLEN E. PAVELKA, P.E.



## SHEEP MOUNTAIN PARKWAY PROOF OF CONCEPT PLANS

**Funded By:**  
CITY OF LAS VEGAS

|                               |                   |                               |                   |
|-------------------------------|-------------------|-------------------------------|-------------------|
| NO. DATE SHEET                |                   | NO. DATE SHEET                |                   |
| PREPARED BY                   |                   | PREPARED BY                   |                   |
| HORROCKS                      |                   | HORROCKS                      |                   |
| ENGINEERS                     |                   | ENGINEERS                     |                   |
| 1348 Galside Drive, Suite 110 |                   | 1348 Galside Drive, Suite 110 |                   |
| Henderson, NV 89014           |                   | Henderson, NV 89014           |                   |
| (702) 566-4063                |                   | (702) 566-4063                |                   |
| DESIGNED BY: XXX              | CHECKED BY: XXX   | DESIGNED BY: XXX              | CHECKED BY: XXX   |
| DATE: 08/01/00                | DATE: 08/01/00    | DATE: 08/01/00                | DATE: 08/01/00    |
| SUBMITTAL STAGE               | 00% - PRELIMINARY | SUBMITTAL STAGE               | 00% - PRELIMINARY |
| TITLE SHEET                   |                   | TITLE SHEET                   |                   |
| SHEEP MOUNTAIN IMPROVEMENT    |                   | SHEEP MOUNTAIN IMPROVEMENT    |                   |
| COVER SHEET                   |                   | COVER SHEET                   |                   |
| SHEET                         |                   | SHEET                         |                   |
| G1.01                         |                   | G1.01                         |                   |
| 1 OF 42                       |                   | 1 OF 42                       |                   |
| XXX-XXXX                      |                   | XXX-XXXX                      |                   |

PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT A



|    |        |                                                          |
|----|--------|----------------------------------------------------------|
| 2  | G1.01  | COVER SHEET                                              |
| 3  | G1.02  | LEGEND, KEY MAP AND INDEX                                |
| 4  | G1.03  | NOT USED                                                 |
| 4  | H1.01  | GEOMETRIC CONTROL PLAN 1 OF 2                            |
| 5  | H1.02  | GEOMETRIC CONTROL PLAN 2 OF 2                            |
| 6  | TY1.01 | TYPICAL SECTIONS 1 OF 5                                  |
| 7  | TY1.02 | TYPICAL SECTIONS 2 OF 5                                  |
| 8  | TY1.03 | TYPICAL SECTIONS 3 OF 5                                  |
| 9  | TY1.04 | TYPICAL SECTIONS 4 OF 5                                  |
| 10 | TY1.05 | TYPICAL SECTIONS 5 OF 5                                  |
| 11 | G1.01  | SHEEP MTN. PLAN AND PROFILE-STA. 150+00 TO 163+00        |
| 12 | C1.02  | SHEEP MTN. PLAN AND PROFILE-STA.163+00 TO 176+00         |
| 13 | C1.03  | SHEEP MTN. PLAN AND PROFILE-STA.176+00 TO 189+00         |
| 14 | C1.04  | SHEEP MTN. PLAN AND PROFILE-STA.189+00 TO 202+00         |
| 15 | C1.05  | SHEEP MTN. PLAN AND PROFILE-STA.202+00 TO 215+00         |
| 16 | C1.06  | SHEEP MTN. PLAN AND PROFILE-STA.215+00 TO 228+00         |
| 17 | C1.07  | SHEEP MTN. PLAN AND PROFILE-STA.228+00 TO 241+00         |
| 18 | C1.08  | SHEEP MTN. PLAN AND PROFILE-STA.241+00 TO 254+00         |
| 19 | C1.09  | SHEEP MTN. PLAN AND PROFILE-STA.254+00 TO 266+00         |
| 20 | C1.10  | SHEEP MTN. PLAN AND PROFILE-STA.266+00 TO 278+00         |
| 21 | C1.11  | GRAND TETON RAMP "A" PLAN AND PROFILE-STA.0+00 TO 13+00  |
| 22 | C1.12  | GRAND TETON RAMP "A" PLAN AND PROFILE-STA.13+00 TO 22+00 |
| 23 | C1.13  | GRAND TETON RAMP "B" PLAN AND PROFILE-STA.0+00 TO 13+00  |
| 24 | C1.14  | GRAND TETON RAMP "B" PLAN AND PROFILE-STA.13+00 TO 21+00 |
| 25 | C1.15  | GRAND TETON RAMP "C" PLAN AND PROFILE-STA.0+00 TO 13+00  |
| 26 | C1.16  | GRAND TETON RAMP "C" PLAN AND PROFILE-STA.13+00 TO 21+00 |
| 27 | C1.17  | GRAND TETON RAMP "D" PLAN AND PROFILE-STA.0+00 TO 15+00  |
| 28 | C1.18  | KYLE CANYON RAMP "A" PLAN AND PROFILE-STA.0+00 TO 8+00   |
| 29 | C1.19  | KYLE CANYON RAMP "A" PLAN AND PROFILE-STA.8+00 TO 17+00  |
| 30 | C1.20  | KYLE CANYON RAMP "B" PLAN AND PROFILE-STA.0+00 TO 11+00  |
| 31 | C1.21  | KYLE CANYON RAMP "B" PLAN AND PROFILE-STA.11+00 TO 19+00 |
| 32 | C1.22  | KYLE CANYON RAMP "C" PLAN AND PROFILE-STA.0+00 TO 13+00  |
| 33 | C1.23  | KYLE CANYON RAMP "C" PLAN AND PROFILE-STA.13+00 TO 23+00 |
| 34 | C1.24  | KYLE CANYON RAMP "D" PLAN AND PROFILE-STA.0+00 TO 13+00  |
| 35 | C1.25  | KYLE CANYON RAMP "D" PLAN AND PROFILE-STA.13+00 TO 23+00 |
| 36 | C1.26  | GRAND TETON ROAD-PLAN AND PROFILE STA.0+00 TO 13+00      |
| 37 | C1.27  | GRAND TETON ROAD-PLAN AND PROFILE STA.13+00 TO 28+00     |
| 38 | C1.28  | NOT USED                                                 |
| 39 | C1.29  | NOT USED                                                 |
| 40 | C1.30  | IRON MOUNTAIN PLAN AND PROFILE-STA.0+00 TO 12+00         |
| 41 | C1.31  | IRON MOUNTAIN PLAN AND PROFILE-STA.12+00 TO 25+00        |
| 42 | C1.32  | KYLE CANYON ROAD PLAN AND PROFILE-STA.26+00 TO 39+00     |

|        |                    |
|--------|--------------------|
| "SM"   | SHEEP MOUNTAIN     |
| "KC"   | KYLE CANYON        |
| "IM"   | IRON MOUNTAIN ROAD |
| "GT"   | GRAND TETON        |
| "GTRM" | GRAND TETON RAMP A |
| "GTRB" | GRAND TETON RAMP B |
| "GTRC" | GRAND TETON RAMP C |
| "GTRD" | GRAND TETON RAMP D |
| "KCRM" | KYLE CANYON RAMP A |
| "KCRB" | KYLE CANYON RAMP B |
| "KCRC" | KYLE CANYON RAMP C |
| "KCRD" | KYLE CANYON RAMP D |

 NVE TRANSMISSION POLE  
 MAINTENANCE AREA  
 (20' X 40')

 PP NVE TRANSMISSION POLE

 5 FOOT CONTOURS

 1 FOOT CONTOURS

 DAYLIGHT CUT LINE

 DAYLIGHT FILL LINE

 NVE EASEMENT

 PROPOSED R/W

 PARCEL LINES

SOUTH 00°22'12" WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEROF IN FILE 151, PAGE 14 OF SURVEYS IN CLARK COUNTY RECORDER'S OFFICE, NEVADA.

MONUMENT ID: 1934 19

U.S. DEPARTMENT OF AGRICULTURE BRASS DISC AT SOUTHWEST CORNER OF U.S. 95 AND KYLE CANYON ROAD

ELEVATION = 2817.61 FEET, 858.610 METERS  
NAVD 88 DATUM

PER THE CITY OF LAS VEGAS BENCHMARK BOOK -  
2008 ADJUSTMENT (UPDATED 05/24/2010)

SHEEP MOUNTAIN

75 MPH DESIGN SPEED

6% MAX. SUPERELEVATION

6% MAX. PROFILE GRADE

30' CLEAR ZONE

RAMPS

DESIGN SPEED

- 65 MPH (EXIT RAMPS WITHIN 390' OF PAINTED GORE)
- 50 MPH (ENTRANCE RAMPS WITHIN 300' OF PAINTED GORE)
- 50 MPH (RAMP BODY)
- 35 MPH (WITHIN 300' OF RAMP TERMINAL)

6% MAX. SUPERELEVATION

6% MAX. PROFILE GRADE

CLEAR ZONE; SIDE SLOPES ARE 5:1 OR FLATTER WITHIN CLEAR ZONE;  
BARRIER PROTECTION ADDED WHEN CLEAR ZONE IS VIOLATED

GRAND TETON

40 MPH DESIGN SPEED

6% MAX. PROFILE GRADE

18.5' MIN VERTICAL CLEARANCE AT SHEEP MOUNTAIN STRUCTURE

IRON MOUNTAIN

40 MPH DESIGN SPEED

8% MAX. PROFILE GRADE

16.5' MIN. VERTICAL CLEARANCE AT SHEEP MOUNTAIN STRUCTURE

KYLE CANYON

50 MPH DESIGN SPEED (KYLE CANYON)

16.5' MIN. VERTICAL CLEARANCE AT SHEEP MOUNTAIN STRUCTURE

MONUMENT ID: (1934) 19



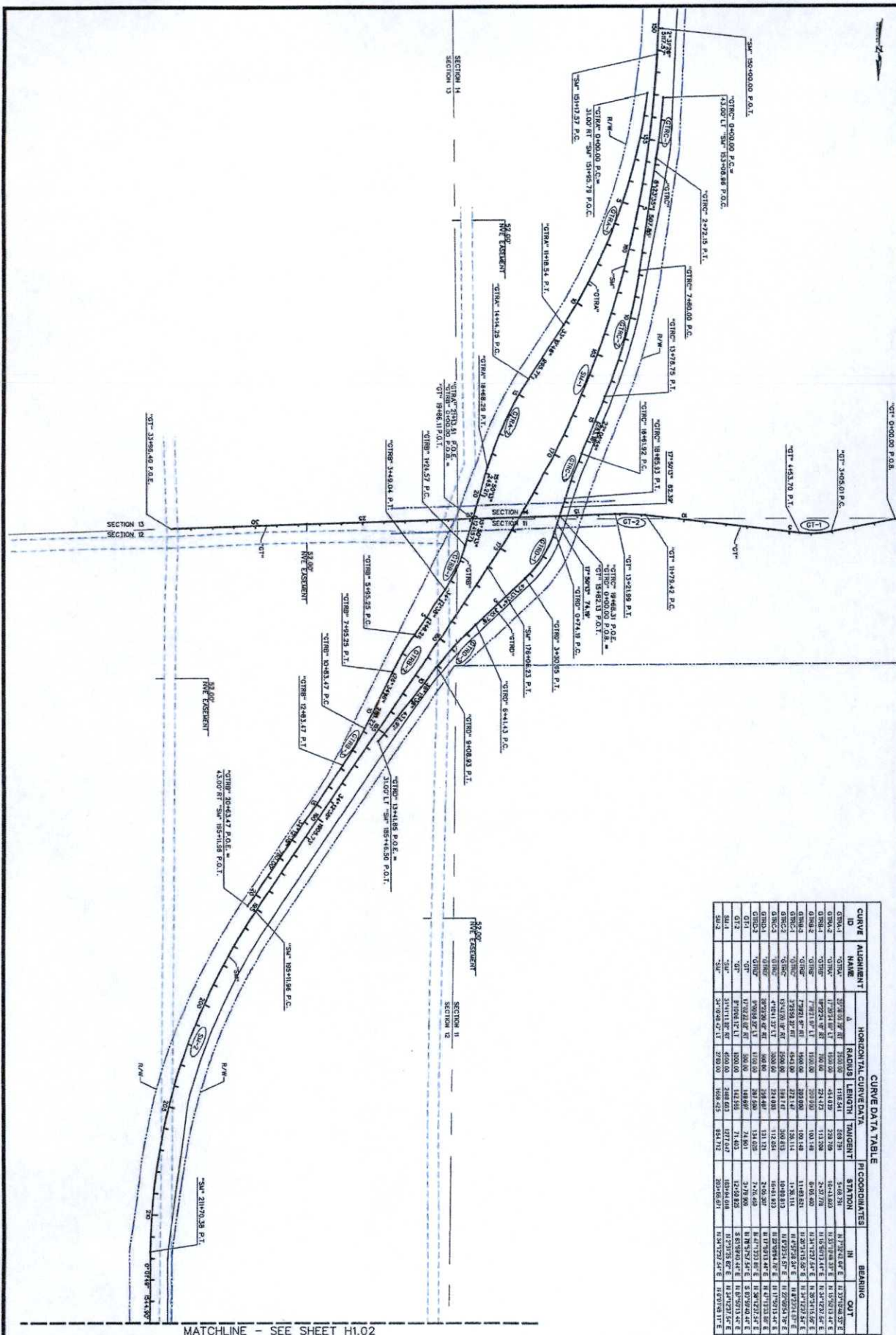
THIS SHEET INTENTIONALLY LEFT BLANK

EXHIBIT B

|                                                                                                                                      |                                            |                                          |                                                                                                                     |     |      |           |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----|------|-----------|
| <br>PROJECT<br><b>G1.03</b><br>3 OF 42<br>XX-XXXX | TITLE<br><b>SHEEP MOUNTAIN IMPROVEMENT</b> | PREPARED FOR<br><b>CITY OF LAS VEGAS</b> | PREPARED BY<br><b>HORROCKS ENGINEERS</b><br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 | NO. | DATE | REVISIONS |
|                                                                                                                                      | SHEET                                      | HP: XXXXX                                | DESIGNED BY: XXX                                                                                                    |     |      |           |
|                                                                                                                                      |                                            | DATE: 02/03/16                           | DRAWN BY: XXX                                                                                                       |     |      |           |
|                                                                                                                                      |                                            | SUBMITTAL STAGE:<br>66% - PRELIMINARY    | CHECKED BY: XXX                                                                                                     |     |      |           |

PRELIMINARY NOT FOR CONSTRUCTION





**CURVE DATA TABLE**

| CURVE ID | ALIGNMENT NAME | HORIZONTAL CURVE DATA |                 |          | PI COORDINATES |           | BEARING        |               |
|----------|----------------|-----------------------|-----------------|----------|----------------|-----------|----------------|---------------|
|          |                | Δ                     | RADIUS          | LENGTH   | TANGENT        | STATION   | IN             | OUT           |
| Q100A.1  | Q100A          | 27°58'30" E           | 2500.00         | 1118.241 | 248.735        | 1+000.00  | N 17°58'30" E  | N 37°58'30" E |
| Q100A.2  | Q100A          | 17°58'30" E           | 1500.00         | 454.029  | 258.709        | 1+500.00  | N 17°58'30" E  | N 37°58'30" E |
| Q100A.3  | Q100A          | 47°58'30" E           | 1000.00         | 224.423  | 113.506        | 2+000.00  | N 47°58'30" E  | N 37°58'30" E |
| Q100A.4  | Q100A          | 77°58'30" E           | 750.00          | 132.212  | 61.753         | 2+500.00  | N 77°58'30" E  | N 37°58'30" E |
| Q100A.5  | Q100A          | 107°58'30" E          | 500.00          | 86.106   | 41.168         | 3+000.00  | N 107°58'30" E | N 37°58'30" E |
| Q100A.6  | Q100A          | 137°58'30" E          | 250.00          | 43.053   | 20.584         | 3+500.00  | N 137°58'30" E | N 37°58'30" E |
| Q100A.7  | Q100A          | 167°58'30" E          | 125.00          | 21.526   | 10.292         | 4+000.00  | N 167°58'30" E | N 37°58'30" E |
| Q100A.8  | Q100A          | 197°58'30" E          | 62.50           | 10.763   | 5.146          | 4+500.00  | N 197°58'30" E | N 37°58'30" E |
| Q100A.9  | Q100A          | 227°58'30" E          | 31.25           | 5.381    | 2.573          | 5+000.00  | N 227°58'30" E | N 37°58'30" E |
| Q100A.10 | Q100A          | 257°58'30" E          | 15.625          | 2.690    | 1.286          | 5+500.00  | N 257°58'30" E | N 37°58'30" E |
| Q100A.11 | Q100A          | 287°58'30" E          | 7.8125          | 1.345    | 0.643          | 6+000.00  | N 287°58'30" E | N 37°58'30" E |
| Q100A.12 | Q100A          | 317°58'30" E          | 3.90625         | 0.672    | 0.321          | 6+500.00  | N 317°58'30" E | N 37°58'30" E |
| Q100A.13 | Q100A          | 347°58'30" E          | 1.953125        | 0.336    | 0.160          | 7+000.00  | N 347°58'30" E | N 37°58'30" E |
| Q100A.14 | Q100A          | 377°58'30" E          | 0.9765625       | 0.168    | 0.080          | 7+500.00  | N 377°58'30" E | N 37°58'30" E |
| Q100A.15 | Q100A          | 407°58'30" E          | 0.48828125      | 0.084    | 0.040          | 8+000.00  | N 407°58'30" E | N 37°58'30" E |
| Q100A.16 | Q100A          | 437°58'30" E          | 0.244140625     | 0.042    | 0.020          | 8+500.00  | N 437°58'30" E | N 37°58'30" E |
| Q100A.17 | Q100A          | 467°58'30" E          | 0.1220703125    | 0.021    | 0.010          | 9+000.00  | N 467°58'30" E | N 37°58'30" E |
| Q100A.18 | Q100A          | 497°58'30" E          | 0.06103515625   | 0.010    | 0.005          | 9+500.00  | N 497°58'30" E | N 37°58'30" E |
| Q100A.19 | Q100A          | 527°58'30" E          | 0.030517578125  | 0.005    | 0.002          | 10+000.00 | N 527°58'30" E | N 37°58'30" E |
| Q100A.20 | Q100A          | 557°58'30" E          | 0.0152587890625 | 0.002    | 0.001          | 10+500.00 | N 557°58'30" E | N 37°58'30" E |

**PRELIMINARY NOT FOR CONSTRUCTION**

**PROFESSIONAL ENGINEER**

**H1.01**

**4 OF 42**

**XXXXXX**

**TITLE**

**SHEEP MOUNTAIN**

**GEOMETRIC CONTROL PLAN**

**1 OF 2**

**PREPARED FOR**

**CITY OF LAS VEGAS**

**HP XXXXX**

**DATE: 02/03/18**

**SUBMITTAL STAGE:**

**30% - PRELIMINARY**

**PREPARED BY**

**HORROCKS ENGINEERS**

**1349 Galleria Drive, Suite 110**

**Henderson, NV 89014**

**(702) 986-4063**

**NO.**

**DATE**

**SHEET**

**REVISIONS**

[illegible]

PRELIMINARY NOT FOR CONSTRUCTION



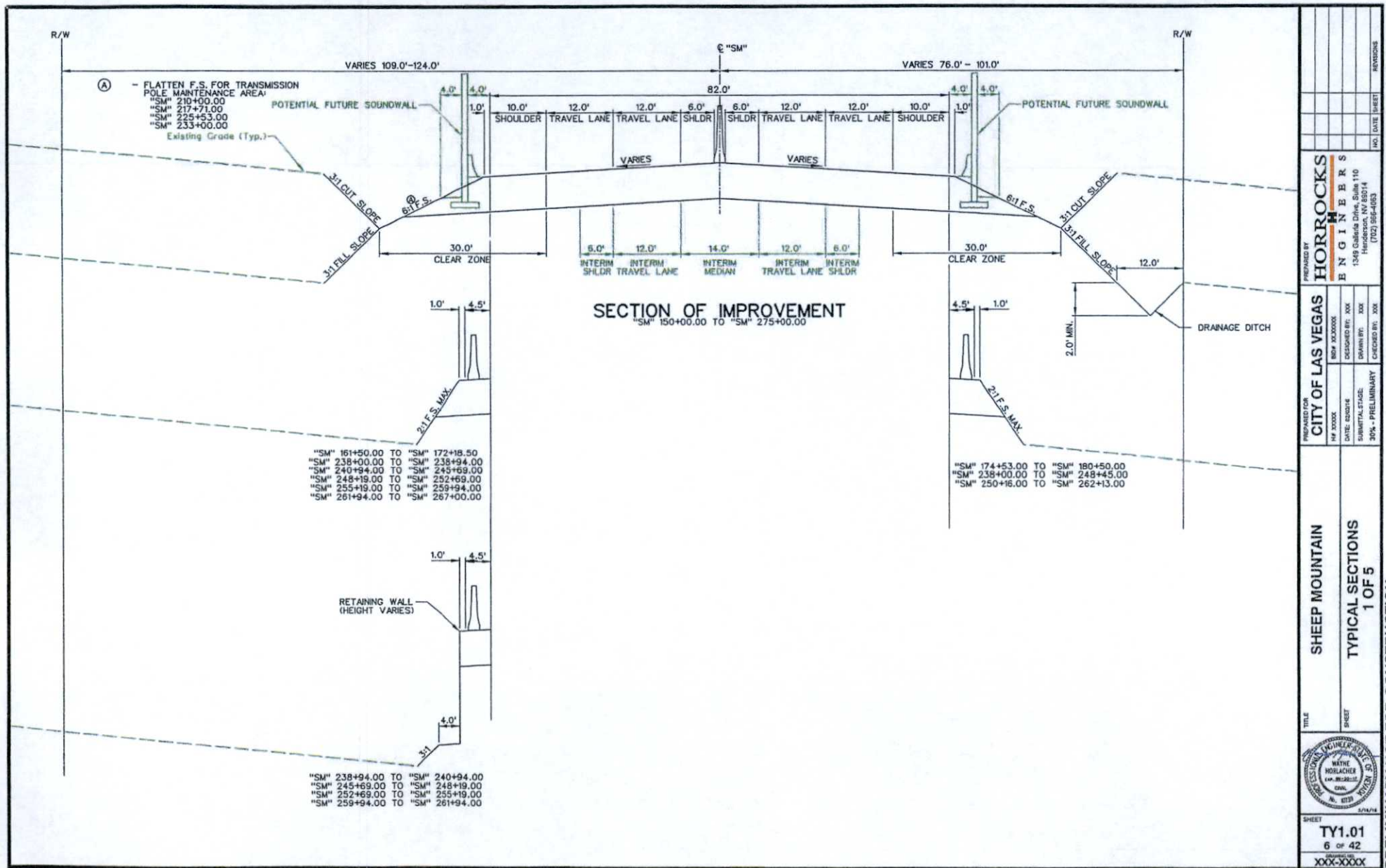


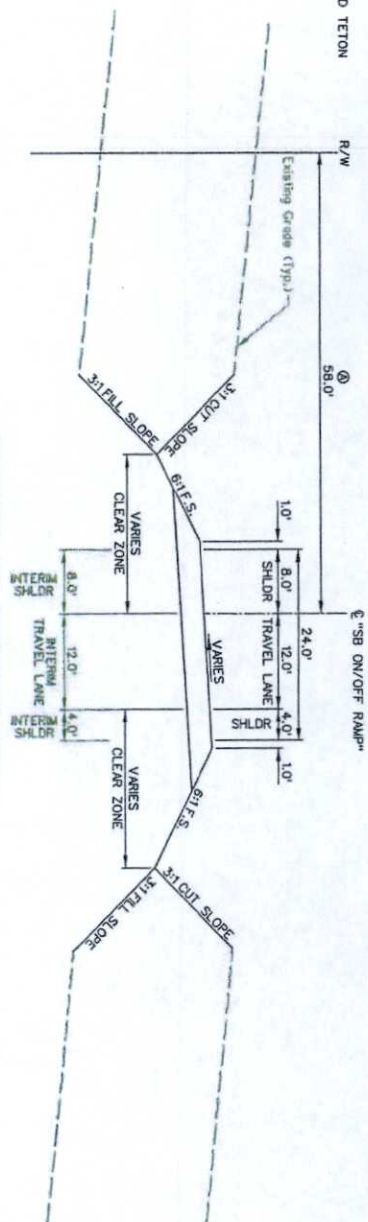
EXHIBIT A

|                                                                                                      |                                                            |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>HORROCKS ENGINEERS</b><br>1348 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 564-4053 |                                                            |
| PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                                                             | SHEET<br><b>TY1.01</b><br>6 OF 42<br>XXX-XXXX              |
| PROJECT NO.<br>150-000000<br>DATE<br>02/02/16<br>SUBMITTAL STAGE<br>30% - PRELIMINARY                | DESIGNED BY<br>XXX<br>DRAWN BY<br>XXX<br>CHECKED BY<br>XXX |
| TITLE<br><b>SHEEP MOUNTAIN</b><br><b>TYPICAL SECTIONS</b><br><b>1 OF 5</b>                           |                                                            |
| PRELIMINARY NOT FOR CONSTRUCTION                                                                     |                                                            |

|                                                                                                                        |                                                                                     |                                                                                                                |                                                                                                                                                           |                                                                                                                                                                                          |  |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SHEET<br><div style="text-align: center;"> <b>TY1.02</b><br/>           7 of 42<br/>           XXX-XXXX         </div> |  | TITLE<br><div style="text-align: center; font-size: 1.2em;"> <b>SHEEP MOUNTAIN</b> </div>                      | PREPARED FOR<br><div style="text-align: center; font-weight: bold;">             CITY OF LAS VEGAS           </div>                                       | PREPARED BY<br><div style="text-align: center;"> <b>HORROCKS</b><br/> <br/> <b>ENGINEERS</b> </div> |  |
|                                                                                                                        |                                                                                     | SHEET<br><div style="text-align: center; font-size: 1.2em;"> <b>TYPICAL SECTIONS</b><br/> <b>2 OF 5</b> </div> | H# XXXXXX      BID# XXXXXXXX<br><br>DATE: 02/23/16      DESIGNED BY: XXX<br>SUBMITTAL STAGE:      DRAWN BY: XXX<br>30% - PRELIMINARY      CHECKED BY: XXX | 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 955-0053                                                                                                                  |  |
| PRELIMINARY NOT FOR CONSTRUCTION                                                                                       |                                                                                     |                                                                                                                | NO.   DATE   SHEET   REVISIONS                                                                                                                            |                                                                                                                                                                                          |  |



① - R/W FOR SB ON/OFF RAMP AT GRAND TETON  
IS 100.0'



SECTION OF IMPROVEMENT  
"GTRC" 6+97.87 TO "GTRC" 19+42.35  
"GTRD" 0+45.36 TO "GTRD" 8+66.35  
"KCRD" 9+78.36 TO "KCRD" 22+90.00  
"KCRD" 0+74.00 TO "KCRD" 18+32.00

EXHIBIT 2

|                                       |  |                                                       |  |                                                                                                          |  |                                                                                                                 |  |                          |  |
|---------------------------------------|--|-------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------|--|--------------------------|--|
| SHEET<br>TV1.03<br>8 OF 42<br>XXX-XXX |  | TITLE<br>SHEEP MOUNTAIN<br>TYPICAL SECTIONS<br>3 OF 5 |  | PREPARED FOR<br>CITY OF LAS VEGAS<br>HP XXXXX<br>DATE: 02/01/16<br>SUBMITTAL STAGE:<br>30% - PRELIMINARY |  | PREPARED BY<br>HORROCKS<br>ENGINEERS<br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |  | NO. DATE SHEET REVISIONS |  |
|---------------------------------------|--|-------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------|--|--------------------------|--|

PRELIMINARY NOT FOR CONSTRUCTION



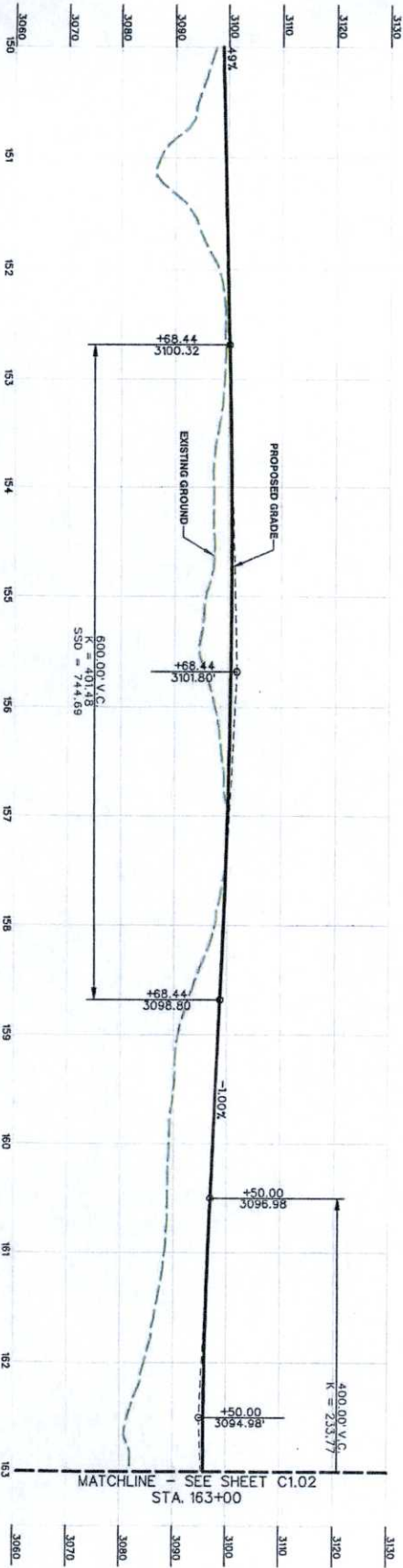






PLAN VIEW

DATE 04/17/2011  
 NV ENERGY - TRANSMISSION

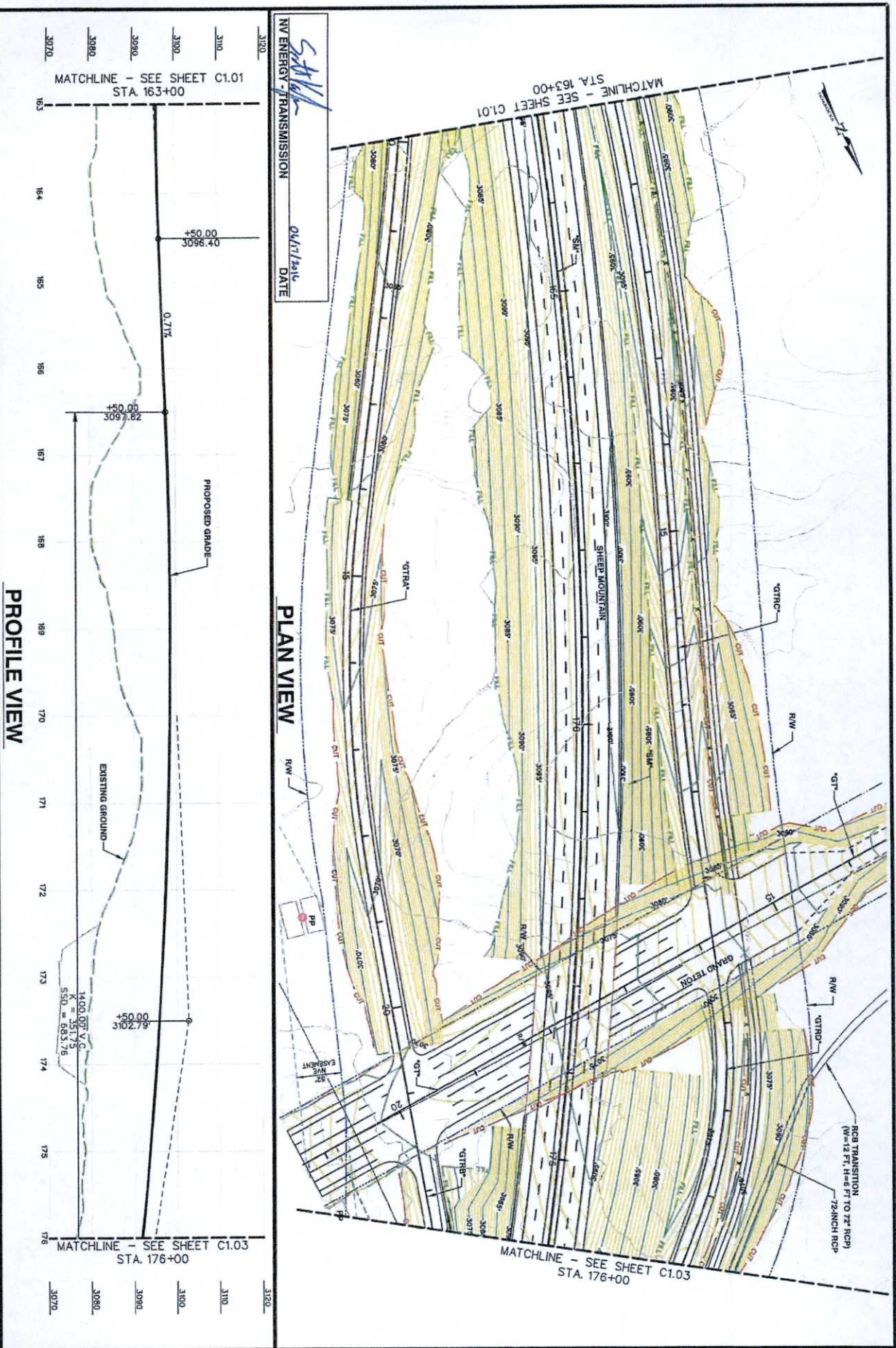


PROFILE VIEW

|                                               |  |                                                                                 |  |                                                                     |                                                                      |
|-----------------------------------------------|--|---------------------------------------------------------------------------------|--|---------------------------------------------------------------------|----------------------------------------------------------------------|
| SHEET<br><b>C1.01</b><br>11 of 42<br>XXX-XXXX |  | TITLE<br><b>SHEEP MOUNTAIN</b>                                                  |  | PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                            | PREPARED BY<br><b>HORROCKS ENGINEERS</b>                             |
|                                               |  | SHEET<br><b>SHEEP MOUNTAIN PLAN AND PROFILE</b><br><b>STA. 150+00 TO 163+00</b> |  | HW XXXXX<br>DATE: 02/01/11<br>SUBMITTAL STAGE:<br>30% - PRELIMINARY | BIP# XXXXXXX<br>DESIGNED BY: XXX<br>DRAWN BY: XXX<br>CHECKED BY: XXX |
|                                               |  | 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063         |  | NO. DATE SHEET REVISIONS                                            |                                                                      |
|                                               |  | PRELIMINARY NOT FOR CONSTRUCTION                                                |  |                                                                     |                                                                      |

EVALUATE





|                                                                                           |                                                                                                                   |                                                                      |                                                                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>PREPARED FOR</b><br><b>CITY OF LAS VEGAS</b>                                           |                                                                                                                   | <b>PREPARED BY</b><br><b>HORROCKS ENGINEERS</b>                      |                                                                       |
| SHEET<br><b>C1.02</b><br>12 OF 42<br>XXXXXXXX                                             | TITLE<br><b>SHEEP MOUNTAIN</b><br>SHEET<br><b>SHEEP MOUNTAIN PLAN AND PROFILE</b><br><b>STA. 163+00 TO 176+00</b> | H# 000000<br>DATE: 02/03/16<br>SUBMITTAL STAGE:<br>30% - PRELIMINARY | BID# 10000000<br>DESIGNED BY: XXX<br>DRAWN BY: XXX<br>CHECKED BY: XXX |
| PROJECT LOCATION: 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |                                                                                                                   | NO. DATE SHEET REVISIONS                                             |                                                                       |

PRELIMINARY NOT FOR CONSTRUCTION

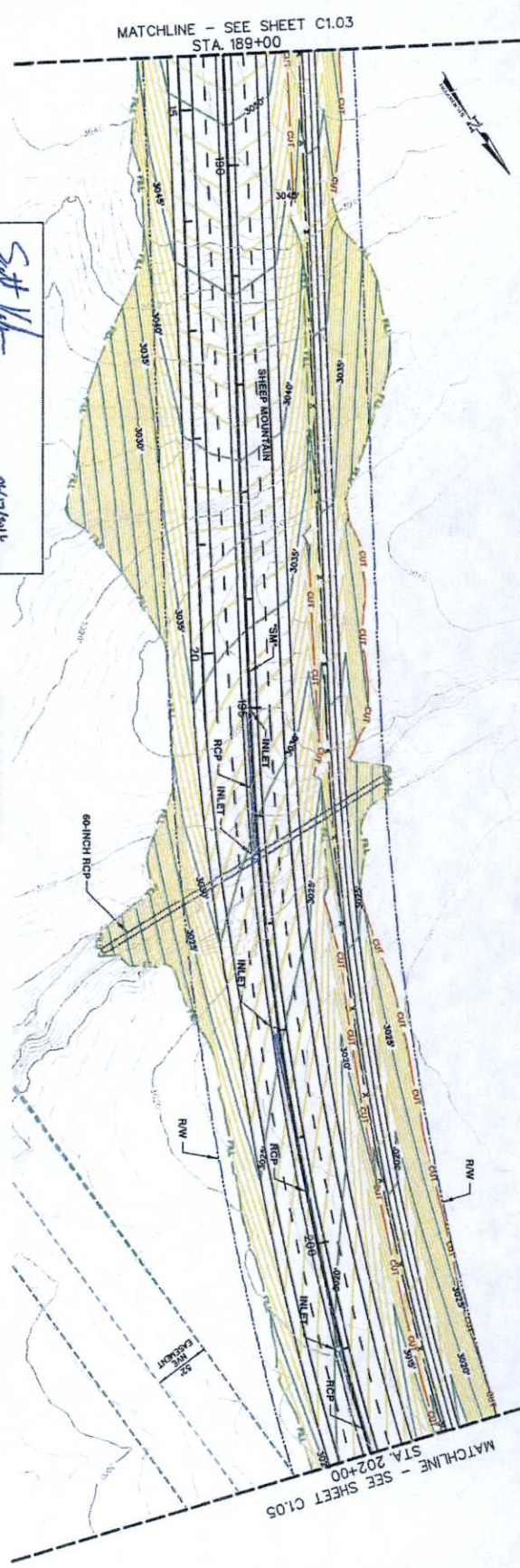




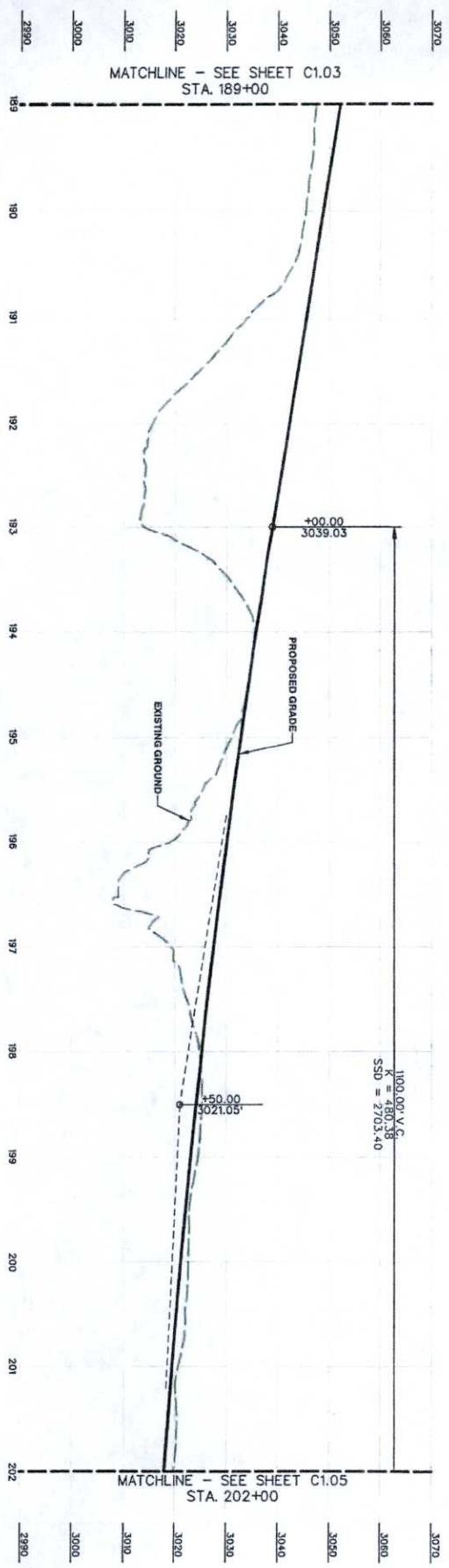


*St 116*  
 NV ENERGY TRANSMISSION  
 DATE 04/17/2016

PLAN VIEW



PROFILE VIEW



EVU116P 02

|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|-----------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <div>XXXXXX</div> <div>SHEET</div> <div>C1.04</div> <div>14 OF 42</div> <div>XXXXXX</div> |      | <div></div> <div>TITLE</div> <div>SHEEP MOUNTAIN</div> | <div>PREPARED FOR</div> <div>CITY OF LAS VEGAS</div> <div>HF XXXXX</div> <div>DATE: 02/03/16</div> <div>SUBMITTAL STAGE:</div> <div>30% - PRELIMINARY</div> |  | <div>PREPARED BY</div> <div>HORROCKS ENGINEERS</div> <div>1349 Galleria Drive, Suite 110</div> <div>Henderson, NV 89014</div> <div>(702) 966-4063</div>                                                                  | <table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      | <div>SHEET</div> <div>SHEEP MOUNTAIN PLAN AND PROFILE</div> <div>STA. 189+00 TO 202+00</div>                                              | <div>DESIGNED BY: XXXX</div> <div>DRAWN BY: XXXX</div> <div>CHECKED BY: XXXX</div>                                                                          |  | <table><tr><td>NO.</td><td>DATE</td><td>SHEET</td><td>REVISIONS</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> | NO.                                                                                                                                                                                                 | DATE | SHEET | REVISIONS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| NO.                                                                                       | DATE | SHEET                                                                                                                                     | REVISIONS                                                                                                                                                   |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                           |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PRELIMINARY NOT FOR CONSTRUCTION                                                          |      |                                                                                                                                           |                                                                                                                                                             |  |                                                                                                                                                                                                                          |                                                                                                                                                                                                     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |  |

PRELIMINARY NOT FOR CONSTRUCTION

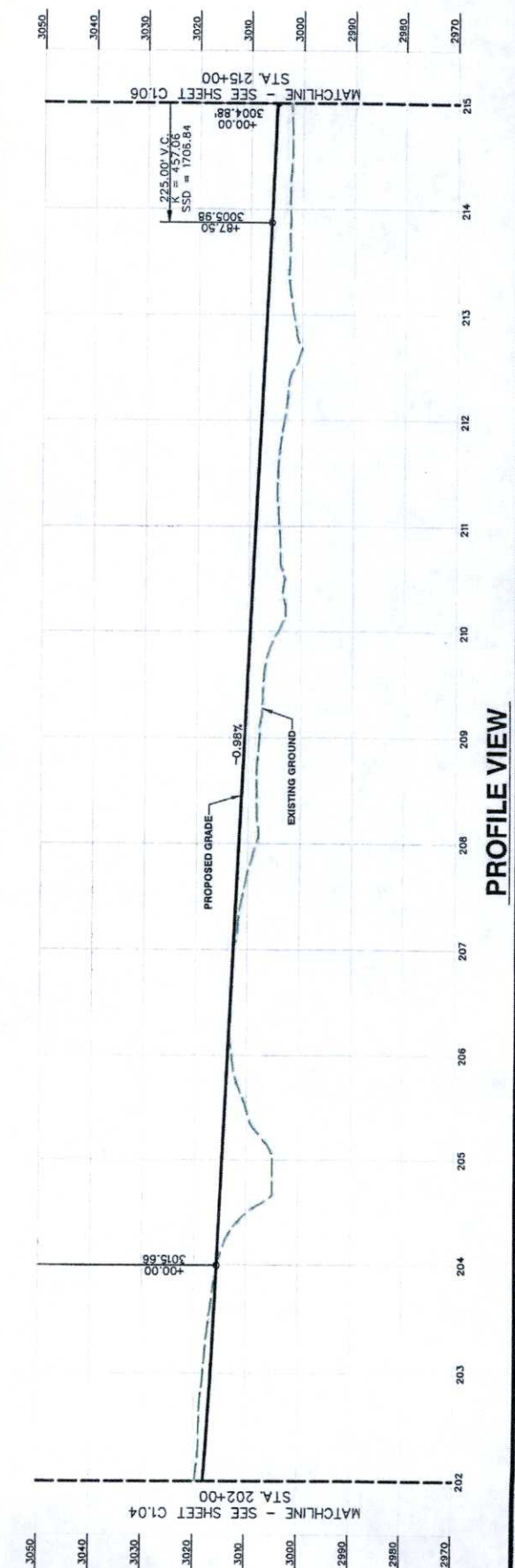


|                                                                                                                   |                                   |                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>PRELIMINARY NOT FOR CONSTRUCTION</b><br><b>SHEEP MOUNTAIN PLAN AND PROFILE</b><br><b>STA. 202+00 TO 215+00</b> |                                   | <b>XXXX-XXXX</b><br><b>C1.05</b><br><b>15 OF 42</b>                                                 |
| <b>SHEEP MOUNTAIN</b>                                                                                             |                                   | <b>1349 GARDEN DRIVE, SUITE 110</b><br><b>RENO, NV 89504</b><br><b>ENGINEERS</b><br><b>HORROCKS</b> |
| PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                                                                          | PROJECT NO.<br><b>KC-00000</b>    | SHEET<br><b>C1.05</b>                                                                               |
| DATE: 02/21/16<br>SUBMITTAL STAGE: 30% - PRELIMINARY<br>DRAWN BY: XXX<br>CHECKED BY: XXX                          | DESIGNED BY: XXX<br>RCP: KC-00000 | NO. DATE SHEET REVISIONS                                                                            |



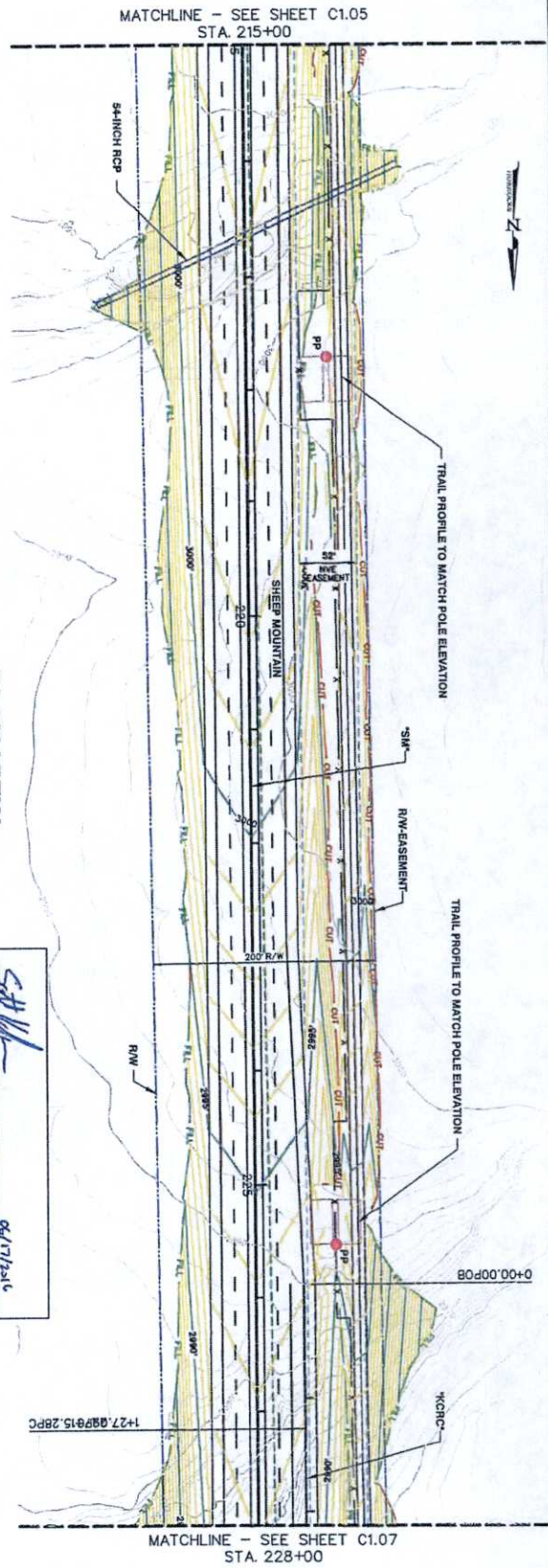
**PLAN VIEW**

DATE 02/17/16  
 NV ENERGY - TRANSMISSION  
 S. J. J.



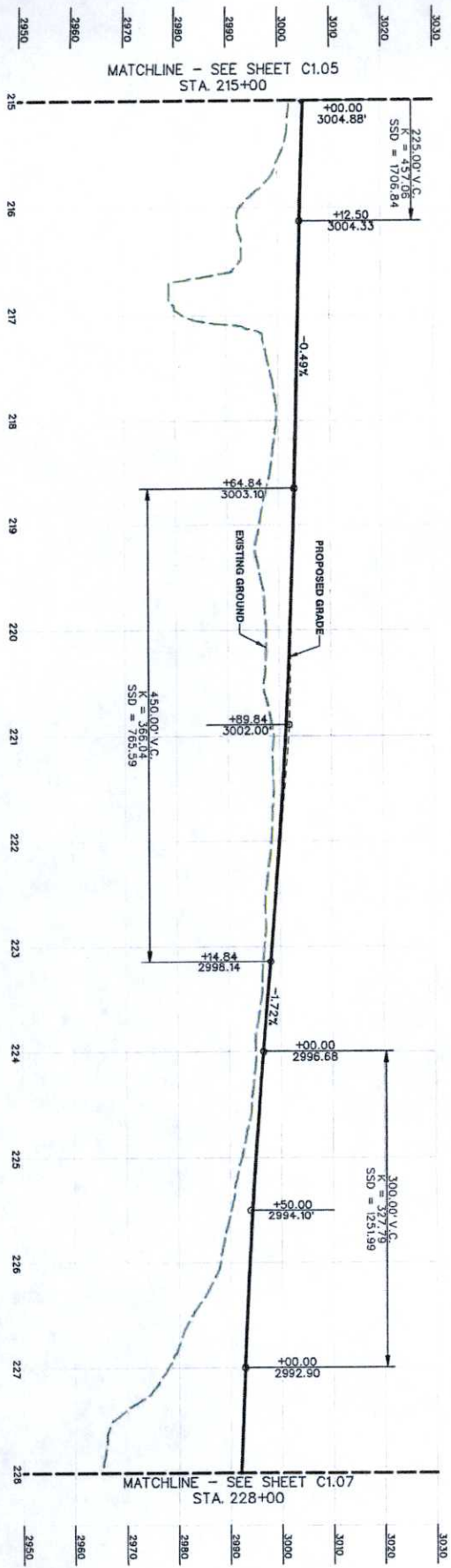
**PROFILE VIEW**





# PLAN VIEW

DATE 06/17/2016  
 NV ENERGY - TRANSMISSION



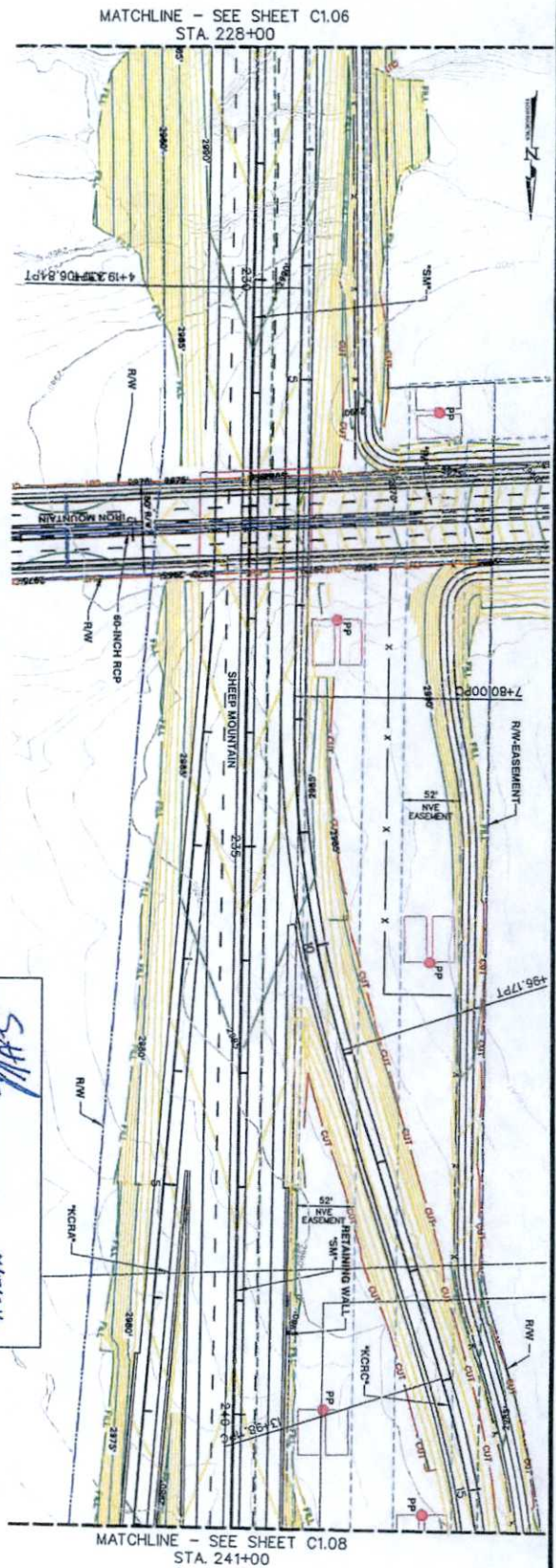
# PROFILE VIEW

EXHIBIT A

|                                               |  |                                                 |  |                                          |  |                                                                         |  |
|-----------------------------------------------|--|-------------------------------------------------|--|------------------------------------------|--|-------------------------------------------------------------------------|--|
| SHEET<br><b>C1.06</b><br>16 OF 42<br>XXX-XXXX |  | TITLE<br><b>SHEEP MOUNTAIN</b>                  |  | PREPARED FOR<br><b>CITY OF LAS VEGAS</b> |  | PREPARED BY<br><b>HORROCKS ENGINEERS</b>                                |  |
|                                               |  | SHEET<br><b>SHEEP MOUNTAIN PLAN AND PROFILE</b> |  | DATE: 02/02/16                           |  | DESIGNED BY: XXX                                                        |  |
|                                               |  | STA. 215+00 TO 228+00                           |  | DRAWN BY: XXX                            |  | 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 566-4063 |  |
|                                               |  | 30% - PRELIMINARY                               |  | CHECKED BY: XXX                          |  | NO. DATE SHEET REVISIONS                                                |  |

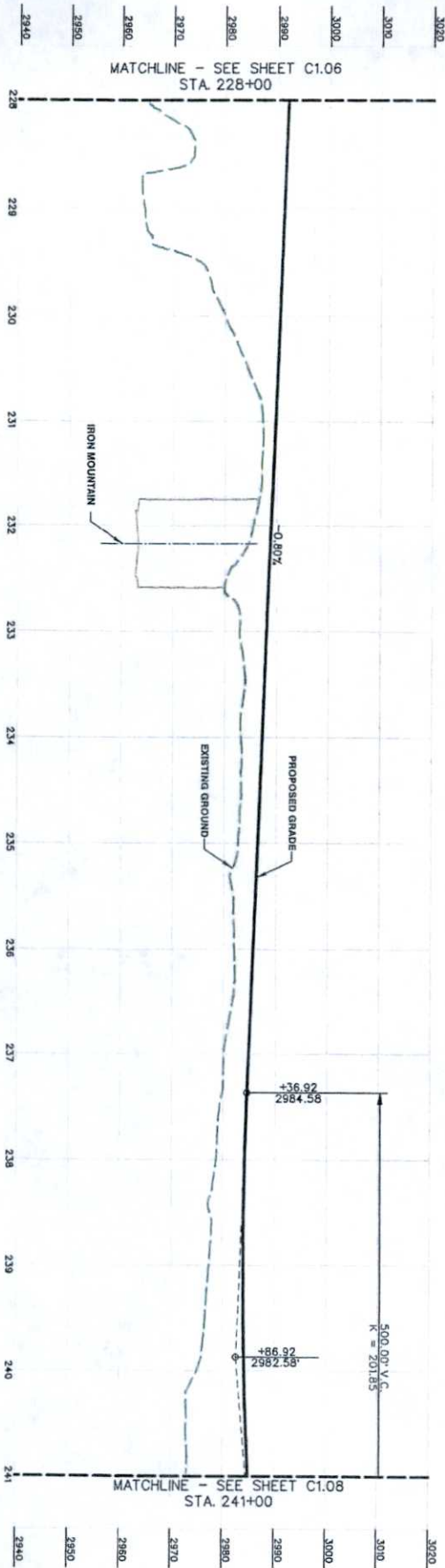
PRELIMINARY NOT FOR CONSTRUCTION





PLAN VIEW

SWILL  
NV ENERGY TRANSMISSION  
6/17/24  
DATE



PROFILE VIEW

|                                       |  |                                                 |  |                                                                         |                                                                        |
|---------------------------------------|--|-------------------------------------------------|--|-------------------------------------------------------------------------|------------------------------------------------------------------------|
| SHEET<br>C1.07<br>17 of 42<br>XXX-XXX |  | TITLE<br><b>SHEEP MOUNTAIN</b>                  |  | PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                                | PREPARED BY<br><b>HORROCKS ENGINEERS</b>                               |
|                                       |  | SHEET<br><b>SHEEP MOUNTAIN PLAN AND PROFILE</b> |  | HW # XXXXXX<br>DATE: 06/07/24<br>SUBMITTAL STAGE: 30% - PRELIMINARY     | BUD # XXXXXXXX<br>DESIGNED BY: XXX<br>DRAWN BY: XXX<br>CHECKED BY: XXX |
|                                       |  | STA. 228+00 TO 241+00                           |  | 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |                                                                        |
|                                       |  | PRELIMINARY NOT FOR CONSTRUCTION                |  | NO. DATE SHEET REVISIONS                                                |                                                                        |





EXHIBIT A

|  | TITLE<br><b>SHEEP MOUNTAIN</b> | PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                                |      | PREPARED BY<br><b>HORROCKS ENGINEERS</b> |           | <table border="1"><tr><th>NO.</th><th>DATE</th><th>SHEET</th><th>REVISIONS</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table> | NO. | DATE | SHEET | REVISIONS |  |  |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------------------|------|------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|-------|-----------|--|--|--|--|--|--|--|--|--|--|--|--|
|                                                                                     |                                | NO.                                                                     | DATE | SHEET                                    | REVISIONS |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                     |                                |                                                                         |      |                                          |           |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                     |                                |                                                                         |      |                                          |           |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                     |                                |                                                                         |      |                                          |           |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
| HP 00000                                                                            | BID# 000000                    | 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |      |                                          |           |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
| DATE: 02/02/16                                                                      | DESIGNED BY: XXX               |                                                                         |      |                                          |           |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
| SUBMITTAL STAGE:<br>30% - PRELIMINARY                                               | DRAWN BY: XXX                  |                                                                         |      |                                          |           |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                     | CHECKED BY: XXX                |                                                                         |      |                                          |           |                                                                                                                                                                                                                                                 |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |

PRELIMINARY NOT FOR CONSTRUCTION

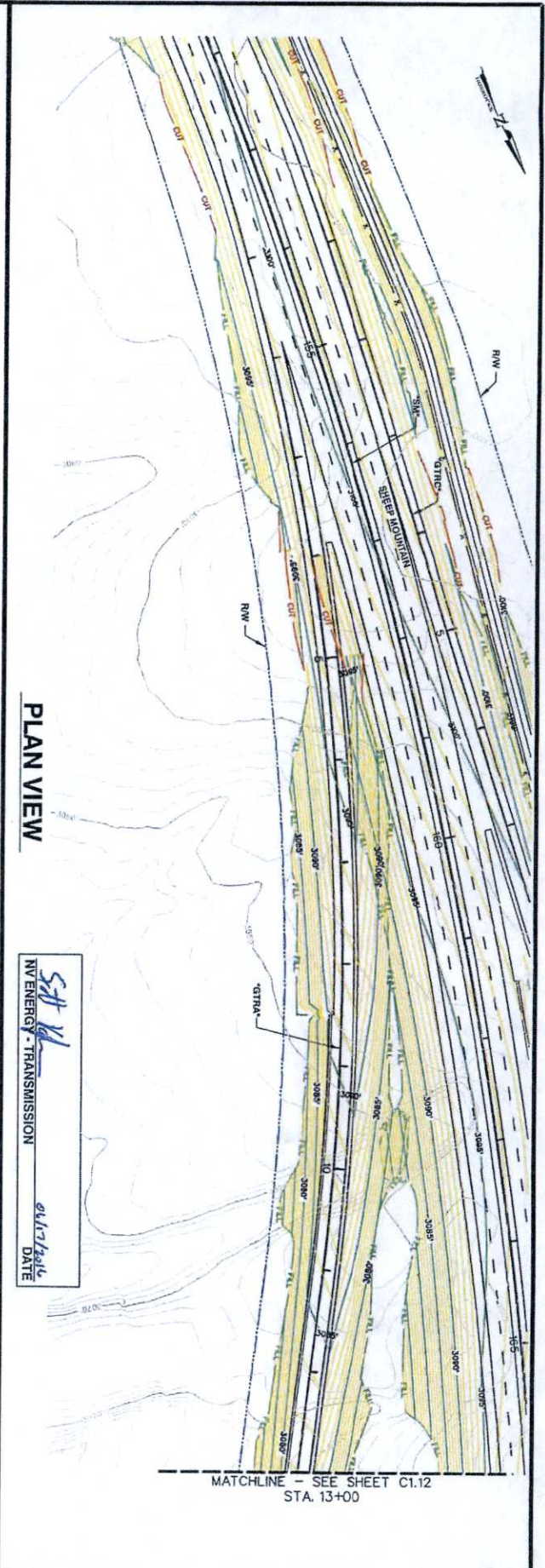
"SHEET INTENTIONALLY LEFT BLANK"

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|---------------------------------------------------------------------------------------|----------------------------------------|-------------------------|------------------------------------------------------|------------------------------------------------------|-----------------------------------|
|  | SHEET<br>C1.10<br>20 OF 42<br>XXX-XXXX | TITLE<br>SHEEP MOUNTAIN | PREPARED FOR<br>CITY OF LAS VEGAS                    | PREPARED BY<br>HORROCKS<br>ENGINEERS                 | NO.<br>DATE<br>SHEET<br>REVISIONS |
|                                                                                       |                                        |                         | DATE: 02/23/18<br>SUBMITTAL STAGE: 30% - PRELIMINARY | DESIGNED BY: XXX<br>DRAWN BY: XXX<br>CHECKED BY: XXX |                                   |

PRELIMINARY NOT FOR CONSTRUCTION

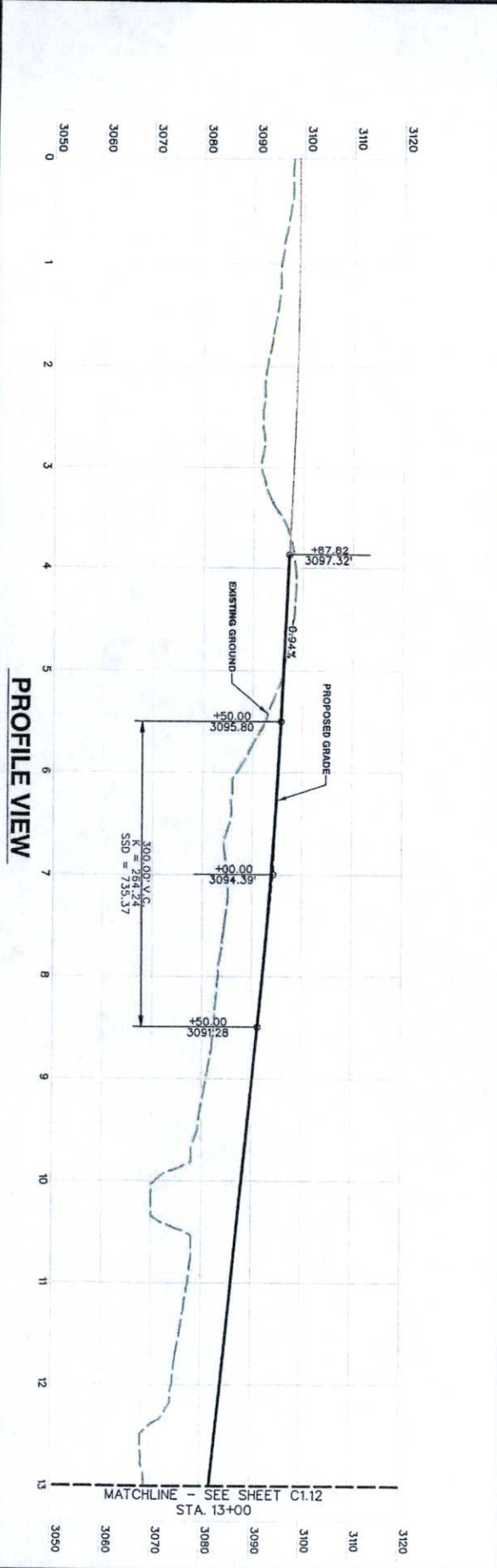
EXHIBIT A





PLAN VIEW

5th 14  
 NV ENERGY - TRANSMISSION  
 DATE 04/17/2014



PROFILE VIEW

EXHIBIT A

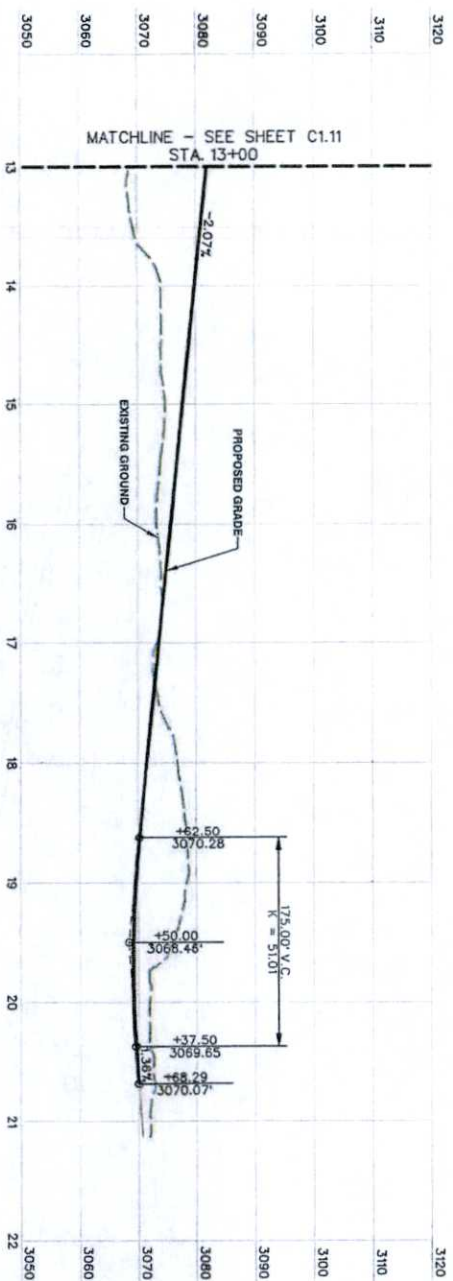
|                                                                     |                                                                       |                                                                                                                     |                          |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------|
| PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                            |                                                                       | PREPARED BY<br><b>HORROCKS ENGINEERS</b><br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4083 |                          |
| HP XXXXX<br>DATE: 02/03/16<br>SUBMITTAL STAGE:<br>30% - PRELIMINARY | BID# XXXXXXXX<br>DESIGNED BY: XXX<br>DRAWN BY: XXX<br>CHECKED BY: XXX | SHEET<br><b>C1.11</b><br>21 OF 42<br>XXX-XXX                                                                        | NO. DATE SHEET REVISIONS |

PRELIMINARY NOT FOR CONSTRUCTION



C1.12  
 NV ENERGY TRANSMISSION  
 04/17/2016  
 DATE

PLAN VIEW

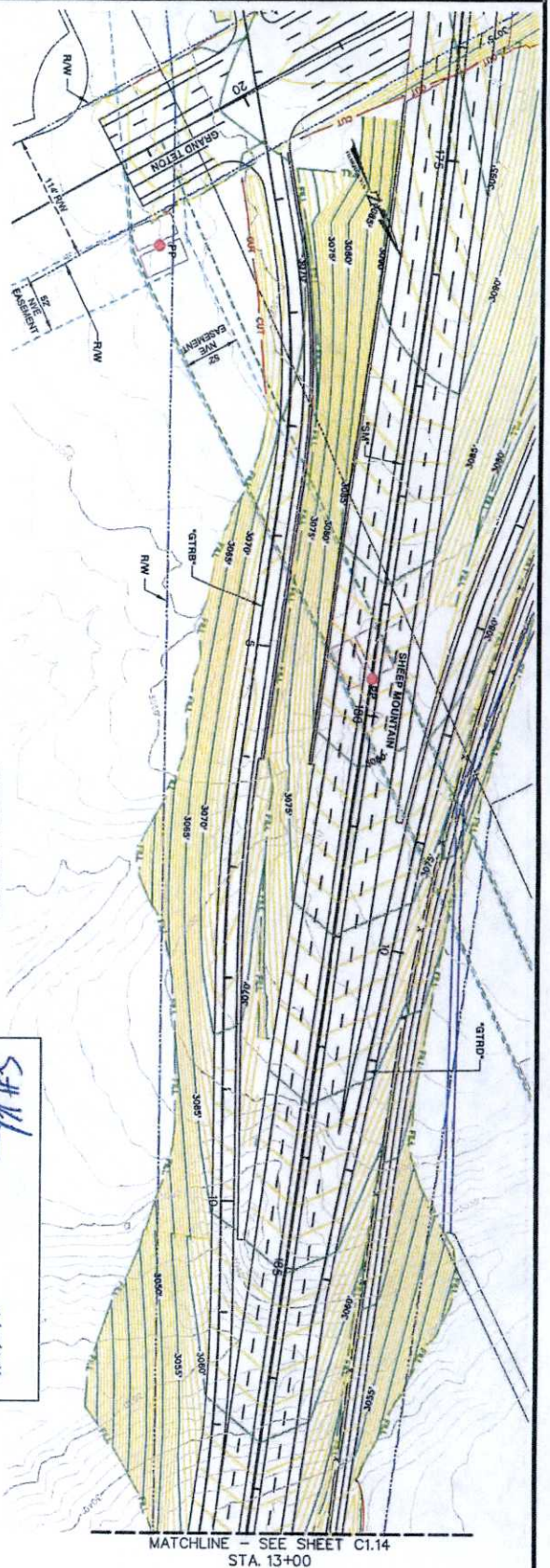


PROFILE VIEW

|                                               |                                                                                                                       |                                                                         |                                          |                          |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------|--------------------------|
| SHEET<br><b>C1.12</b><br>22 OF 42<br>XXXXXXXX | TITLE<br><b>SHEEP MOUNTAIN</b><br>SHEET<br><b>GRAND TETON RAMP "A"</b><br><b>PLAN AND PROFILE-STA. 13+00 TO 22+00</b> | PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                                | PREPARED BY<br><b>HORROCKS ENGINEERS</b> | NO. DATE SHEET REVISIONS |
|                                               |                                                                                                                       | HP 20000                                                                | B/E# 20.00000                            |                          |
|                                               |                                                                                                                       | DATE: 02/23/16                                                          | DESIGNED BY: XXX                         |                          |
|                                               |                                                                                                                       | SUBMITTAL STAGE:<br>30% - PRELIMINARY                                   | DRAWN BY: XXX<br>CHECKED BY: XXX         |                          |
| PRELIMINARY NOT FOR CONSTRUCTION              |                                                                                                                       | 1345 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |                                          |                          |

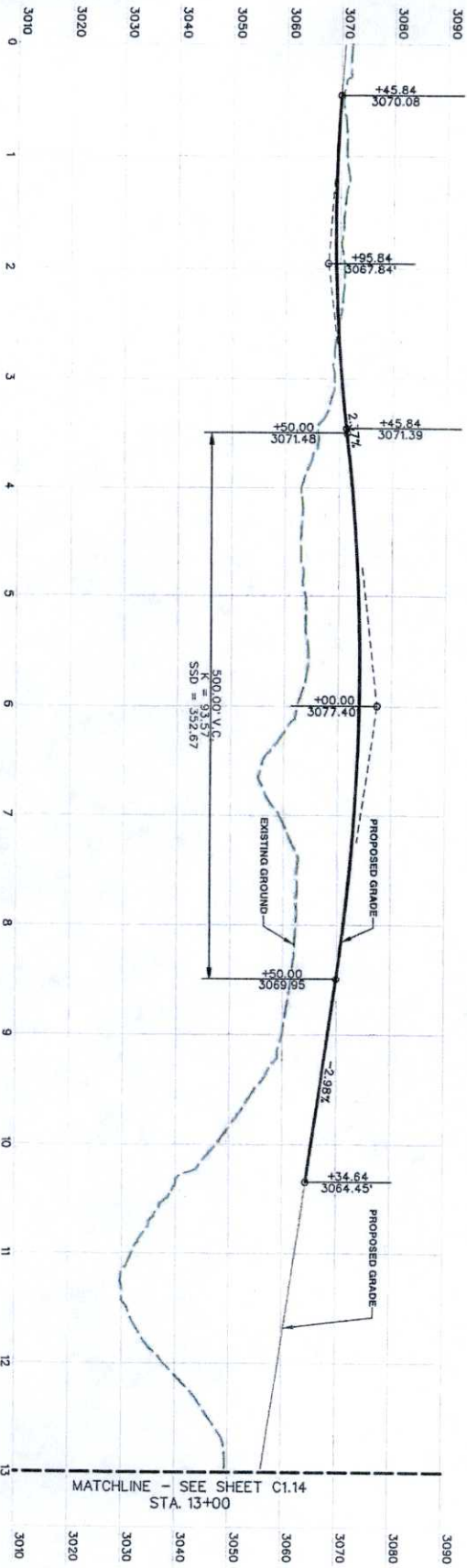
EVI  
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PLAN VIEW

DATE: 06/17/2016  
 INVENTORY - TRANSMISSION



PROFILE VIEW

|                                              |                                                                                                                      |                                                                                                              |                                                                                                                               |                          |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| SHEET<br><b>C1.13</b><br>23 OF 42<br>XXX-XXX | TITLE<br><b>SHEEP MOUNTAIN</b><br>SHEET<br><b>GRAND TETON RAMP "B"</b><br><b>PLAN AND PROFILE-STA. 0+00 TO 13+00</b> | PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                                                                     | PREPARED BY<br><b>HORROCKS</b><br><b>ENGINEERS</b><br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 | NO. DATE SHEET REVISIONS |
|                                              |                                                                                                                      | DATE: 02/02/16<br>SUBMITTAL STAGE: 30% - PRELIMINARY<br>DESIGNED BY: XXX<br>DRAWN BY: XXX<br>CHECKED BY: XXX | BID # XXXXXXXX<br>DESIGNED BY: XXX<br>DRAWN BY: XXX<br>CHECKED BY: XXX                                                        |                          |

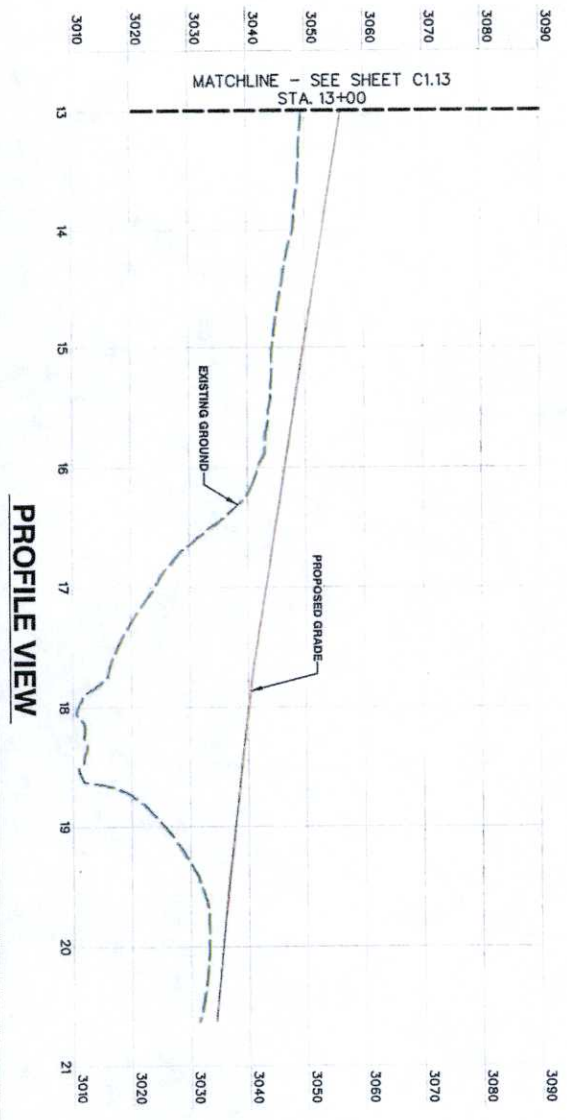
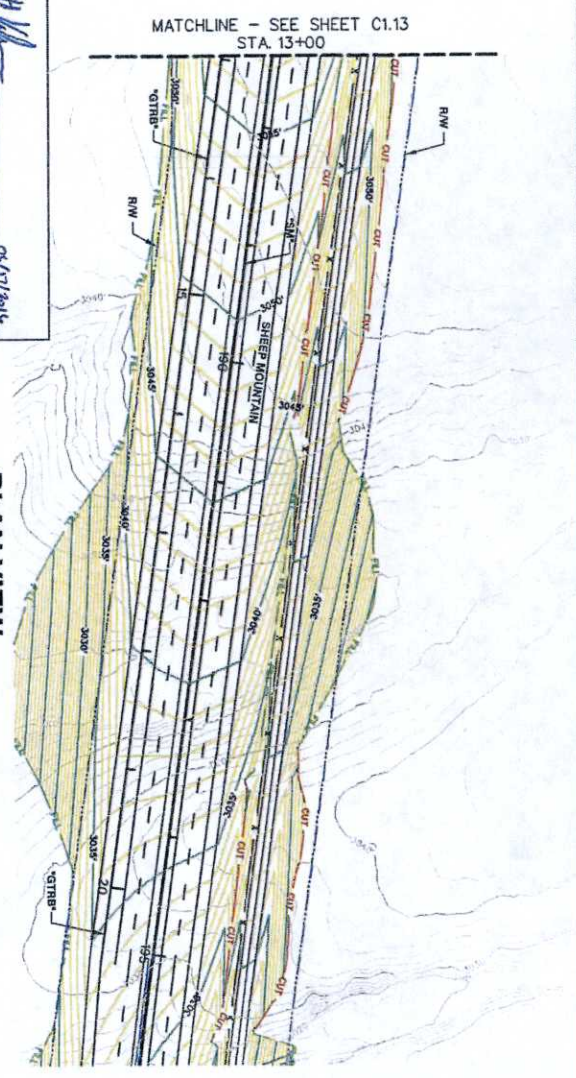
PRELIMINARY NOT FOR CONSTRUCTION





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NVE ENERGY - TRANSMISSION  
04/17/2014  
DATE

PLAN VIEW



PROFILE VIEW

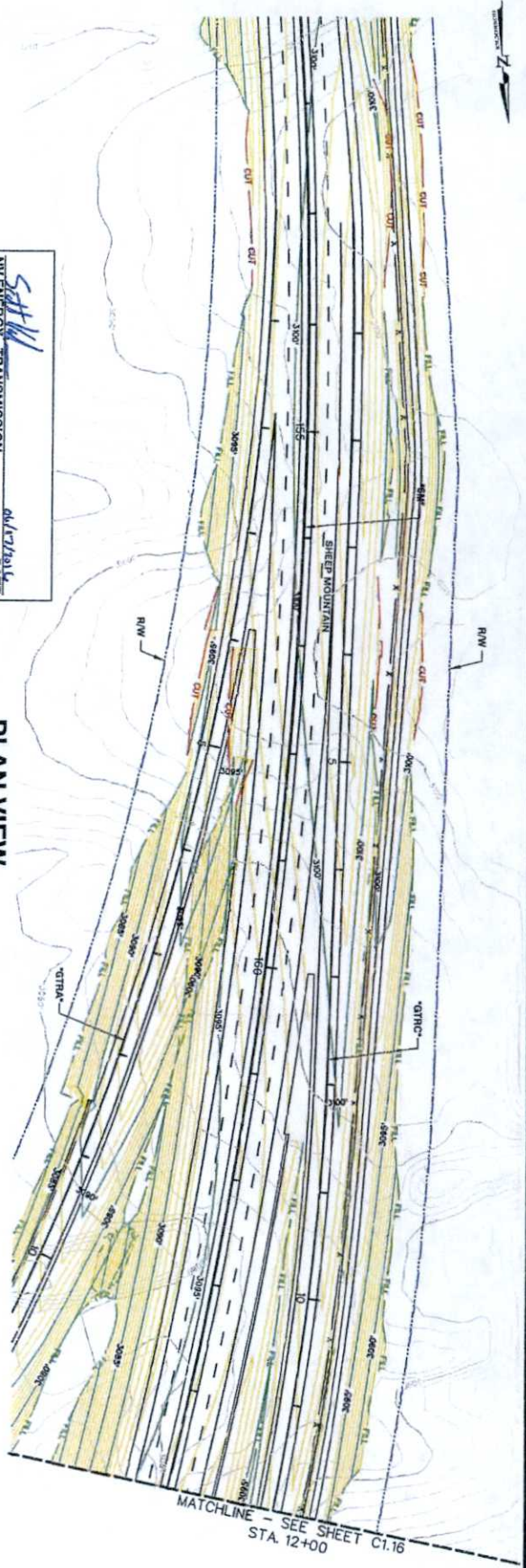
EXHIBIT A

|                                                                                     |       |                                                              |  |                  |                   |             |             |                                                                         |     |
|-------------------------------------------------------------------------------------|-------|--------------------------------------------------------------|--|------------------|-------------------|-------------|-------------|-------------------------------------------------------------------------|-----|
|  | TITLE | SHEEP MOUNTAIN                                               |  | PREPARED FOR     | CITY OF LAS VEGAS |             | PREPARED BY | HORROCKS ENGINEERS                                                      |     |
|                                                                                     | SHEET | GRAND TETON RAMP "B"<br>PLAN AND PROFILE-STA. 13+00 TO 21+00 |  | HP #             | 1000000           | BID #       | 100000000   | DESIGNED BY:                                                            | XXX |
|                                                                                     |       |                                                              |  | DATE:            | 02/13/14          | DRAWN BY:   | XXX         | 1349 Gallardo Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |     |
|                                                                                     |       |                                                              |  | SUBMITTAL STAGE: | 30% - PRELIMINARY | CHECKED BY: | XXX         |                                                                         |     |
|                                                                                     |       |                                                              |  | NO. DATE SHEET   |                   | REVISIONS   |             |                                                                         |     |

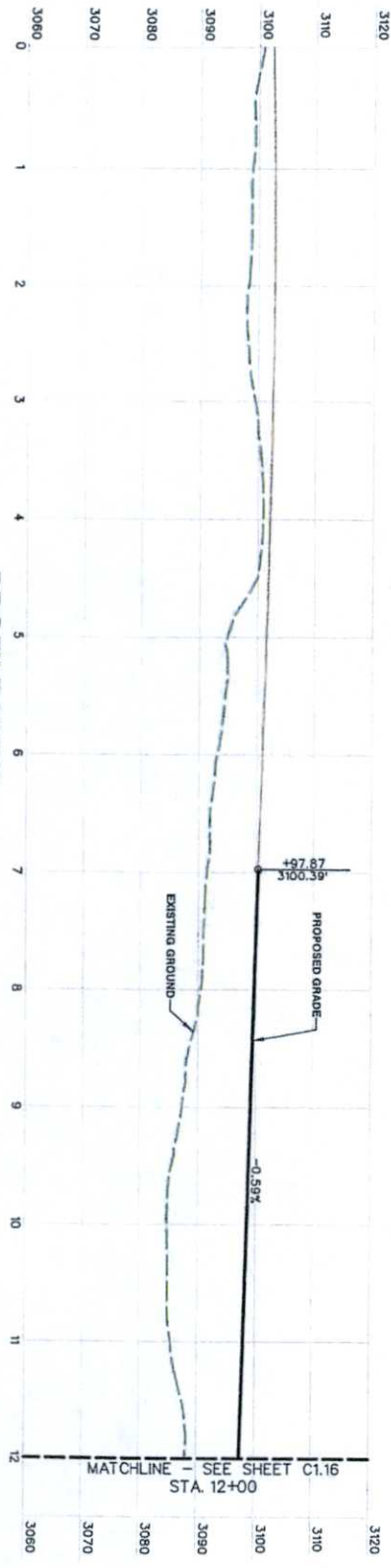
PRELIMINARY NOT FOR CONSTRUCTION

NV ENERGY - TRANSMISSION  
 DATE 06/17/2014

PLAN VIEW



PROFILE VIEW



SHEET  
 25 OF 42  
 XXX-XXX

|                                                                                     |                                                                                                                               |                                          |  |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--|
| PREPARED FOR<br><b>CITY OF LAS VEGAS</b>                                            |                                                                                                                               | PREPARED BY<br><b>HORROCKS ENGINEERS</b> |  |
| HW XXXXX<br>DATE: 02/01/16<br>SUBMITTAL STAGE: 30% - PRELIMINARY<br>CHECKED BY: XXX | BID # XXXXXXX<br>DESIGNED BY: XXX<br>DRAWN BY: XXX<br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 | NO. DATE SHEET REVISIONS                 |  |

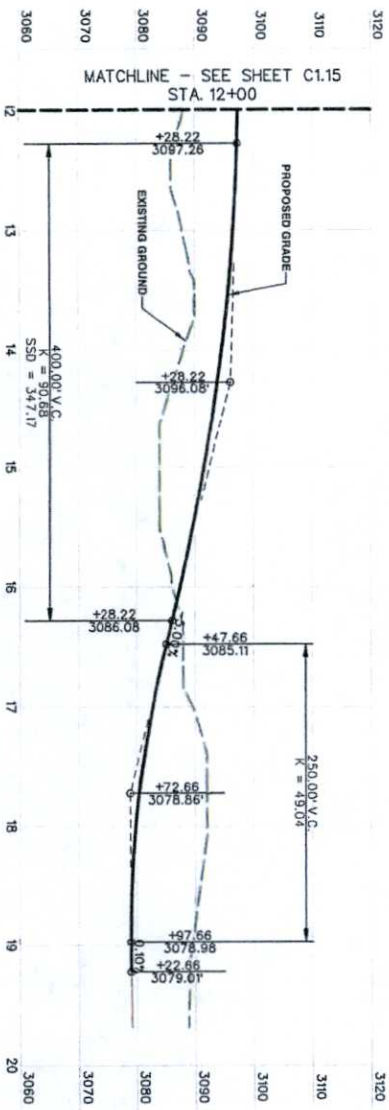
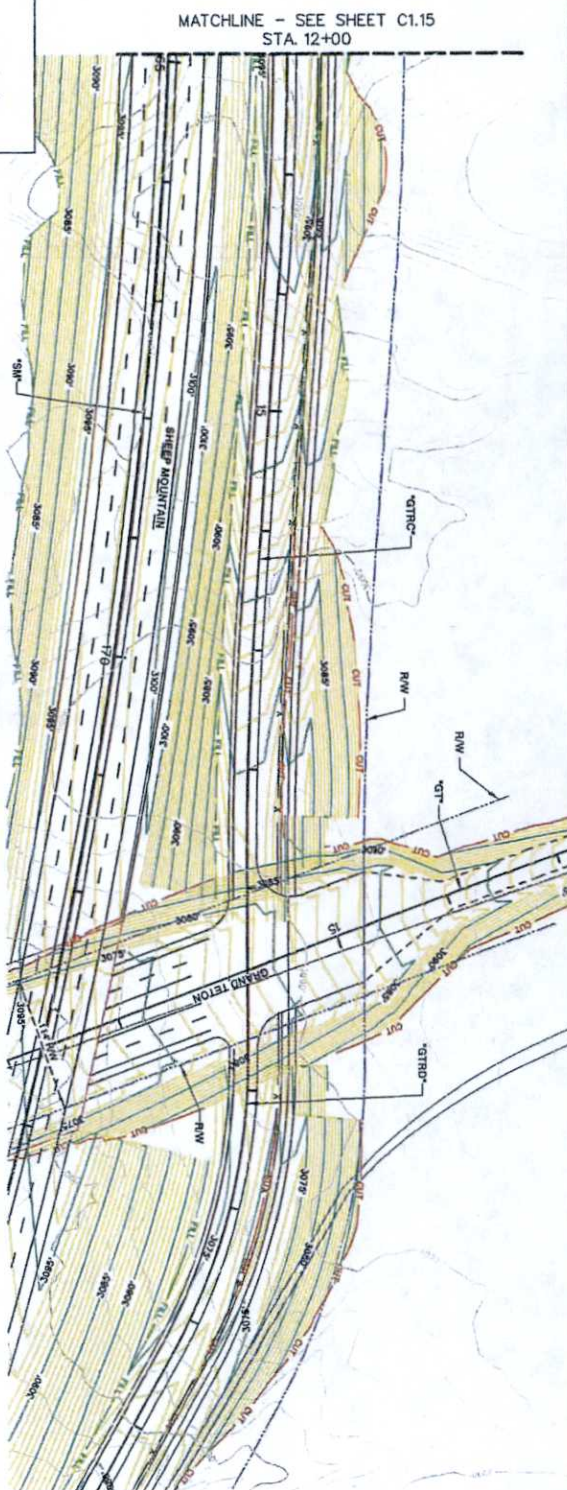
PRELIMINARY NOT FOR CONSTRUCTION





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NV ENERGY - TRANSMISSION  
06/17/2011  
DATE

PLAN VIEW



PROFILE VIEW

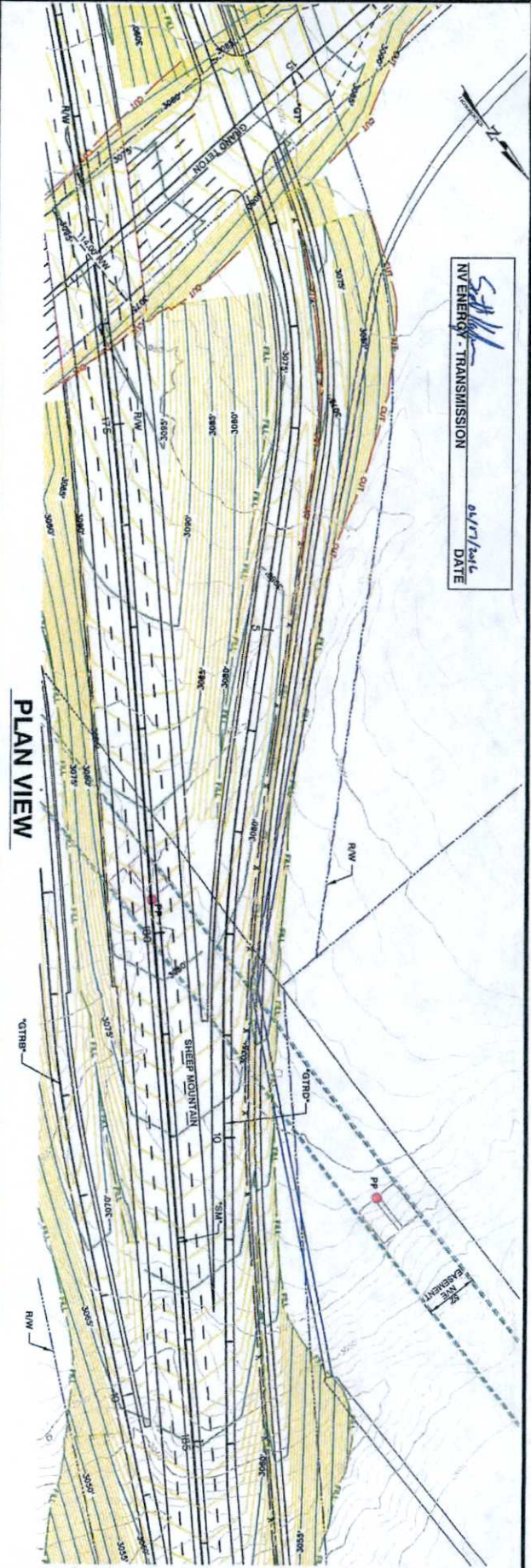
EXHIBIT A

|                                     |                                         |                                                                                                |                                      |                      |                   |                 |                     |                                |             |          |  |  |  |  |  |
|-------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|-------------------|-----------------|---------------------|--------------------------------|-------------|----------|--|--|--|--|--|
| <div>XXXXXXX</div>                  | <div>SHEET<br/>C1.16<br/>26 of 42</div> | <div></div> | TITLE                                | SHEEP MOUNTAIN       |                   | PREPARED FOR    | CITY OF LAS VEGAS   |                                | PREPARED BY | HORROCKS |  |  |  |  |  |
|                                     |                                         |                                                                                                | SHEET                                | GRAND TETON RAMP "C" |                   | DATE: 02/03/16  | DESIGNED BY: XXX    | 1349 Galleria Drive, Suite 110 |             |          |  |  |  |  |  |
|                                     |                                         |                                                                                                | PLAN AND PROFILE-STA. 12+00 TO 21+00 |                      | SUBMITTAL STAGE:  | DRAWN BY: XXX   | Henderson, NV 89014 |                                |             |          |  |  |  |  |  |
|                                     |                                         |                                                                                                |                                      |                      | 30% - PRELIMINARY | CHECKED BY: XXX | (702) 566-4063      |                                |             |          |  |  |  |  |  |
| PRELIMINARY NOT FOR CONSTRUCTION    |                                         |                                                                                                |                                      |                      |                   |                 |                     |                                |             |          |  |  |  |  |  |
| <div>NO. DATE SHEET REVISIONS</div> |                                         |                                                                                                |                                      |                      |                   |                 |                     |                                |             |          |  |  |  |  |  |

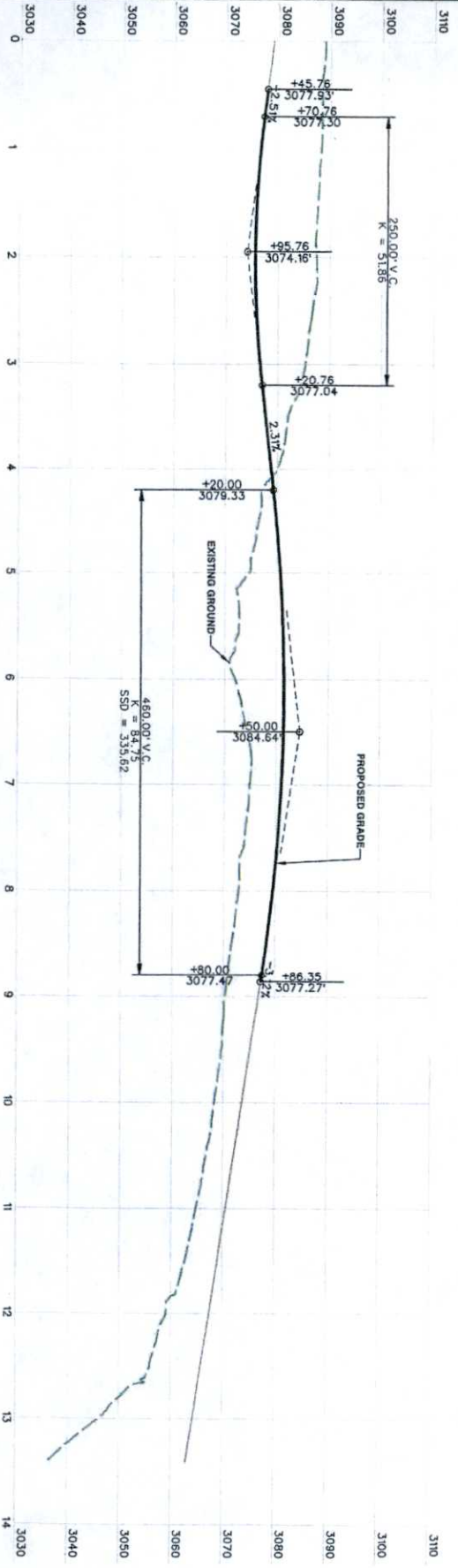


  
 NV ENERGY - TRANSMISSION  
 04/17/2016  
 DATE

### PLAN VIEW



### PROFILE VIEW

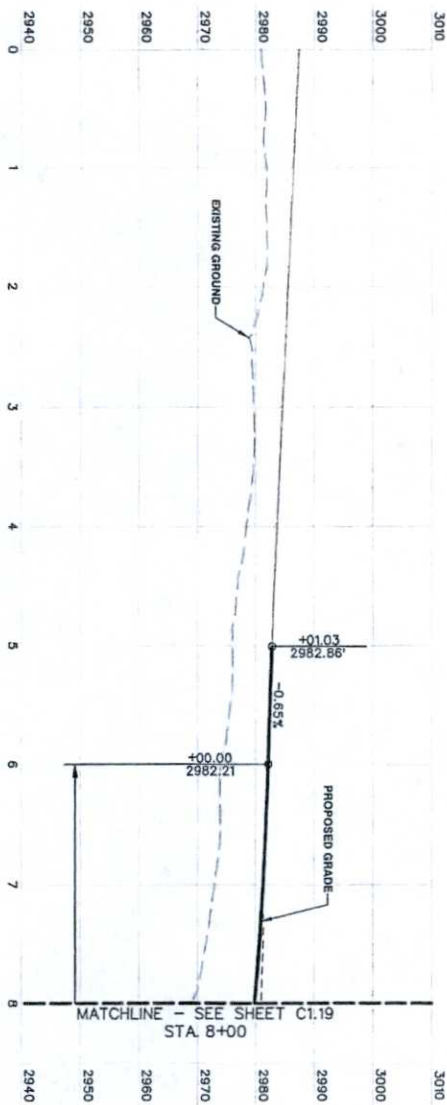
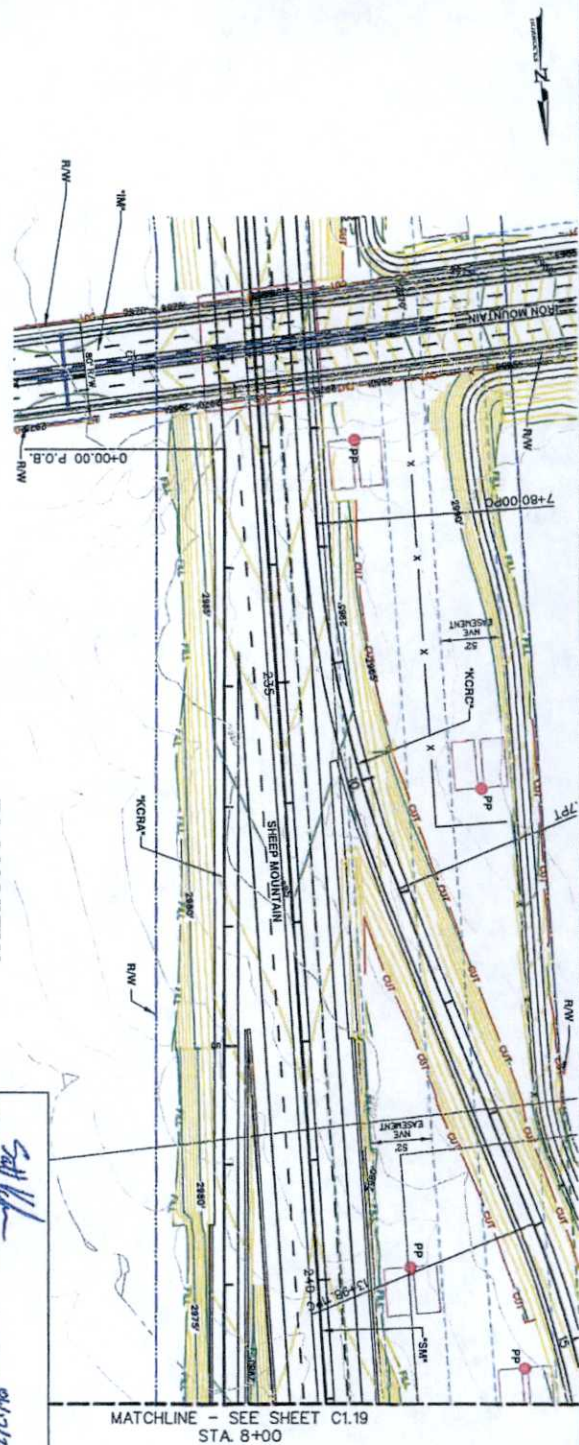


**EXHIBIT B**

|                                              |  |                                                                                                             |  |                                                                                                                  |  |                                                                                                                     |  |                          |  |
|----------------------------------------------|--|-------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|--|--------------------------|--|
| SHEET<br><b>C1.17</b><br>27 of 42<br>XXX-XXX |  | TITLE<br><b>SHEEP MOUNTAIN</b><br><b>GRAND TETON RAMP "D"</b><br><b>PLAN AND PROFILE-STA. 0+00 TO 15+00</b> |  | PREPARED FOR<br><b>CITY OF LAS VEGAS</b><br>HW: XXXXX<br>DATE: 02/02/16<br>SUBMITTAL STAGE:<br>30% - PRELIMINARY |  | PREPARED BY<br><b>HORROCKS ENGINEERS</b><br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |  | NO. DATE SHEET REVISIONS |  |
|----------------------------------------------|--|-------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|--|--------------------------|--|

PRELIMINARY NOT FOR CONSTRUCTION





**СЪМЛЕНИЕТО**

C1.18  
28 OF 42  
XXXXXXXXXX

PRELIMINARY NOT FOR CONSTRUCTION

## SHEEP MOUNTAIN

KYLE CANYON RAMP "A"  
PLAN AND PROFILE-STA. 0+00 TO 8+00

PREPARED FOR  
**CITY OF LAS VEGAS**

|                   |                  |
|-------------------|------------------|
| H# XXXXX          | BID# XXXXXXX     |
| DATE: 02/03/18    | DESIGNED BY: XXX |
| SUBMITTAL STAGE:  | DRAWN BY: XXX    |
| 30% - PRELIMINARY | CHECKED BY: XXX  |

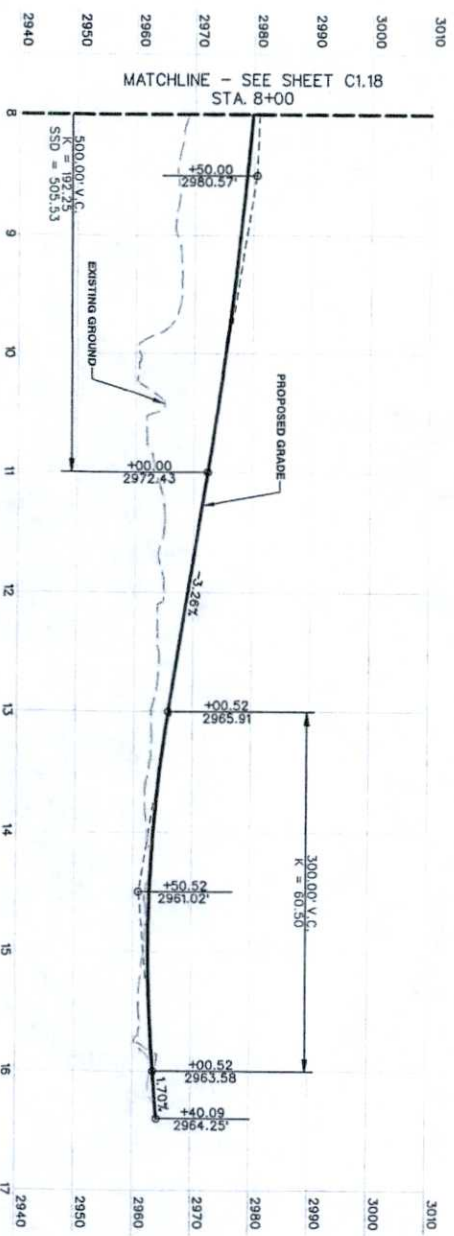
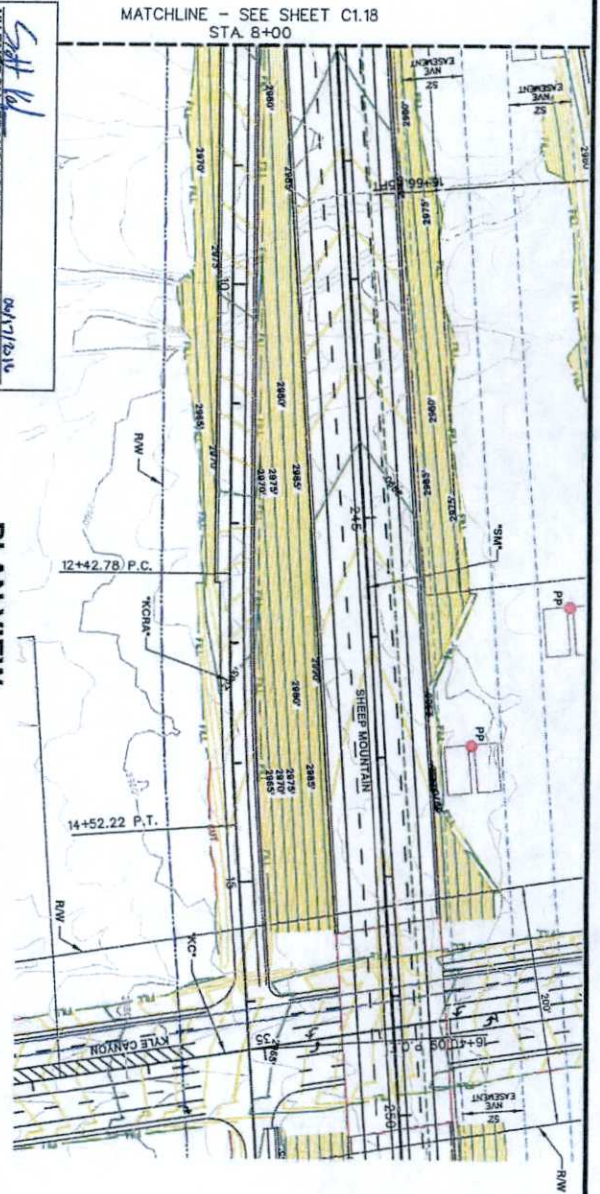
PREPARED BY  
**HORROCKS**  
**ENGINEERS**

1349 Galleria Drive, Suite 110  
Henderson, NV 89014  
(702) 966-4053

| NO. | DATE | SHEET | REVISIONS |
|-----|------|-------|-----------|
|-----|------|-------|-----------|

*Staff 161*  
 NV ENERGY TRANSMISSION  
 06/17/2016  
 DATE

PLAN VIEW



PROFILE VIEW

ENCLOSURE

|                                              |                                                                                               |                                          |                                                                         |                          |
|----------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------|--------------------------|
| SHEET<br><b>C1.19</b><br>29 of 42<br>XXX-XXX | TITLE<br><b>SHEEP MOUNTAIN</b><br>KYLE CANYON RAMP "A"<br>PLAN AND PROFILE-STA. 8+00 TO 17+00 | PREPARED FOR<br><b>CITY OF LAS VEGAS</b> | PREPARED BY<br><b>HORROCKS ENGINEERS</b>                                | NO. DATE SHEET REVISIONS |
|                                              |                                                                                               | DATE: 06/17/2016                         | 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 986-4063 |                          |
|                                              |                                                                                               | DESIGNED BY: XXX                         | DRAWN BY: XXX                                                           |                          |
|                                              |                                                                                               | SUBMITTAL STAGE:<br>30% - PRELIMINARY    | CHECKED BY: XXX                                                         |                          |

PRELIMINARY NOT FOR CONSTRUCTION



## EVIDENCE

**PRELIMINARY NOT FOR CONSTRUCTION**

"SHEET INTENTIONALLY LEFT BLANK"

|                                                                                       |       |                   |  |              |                   |             |                    |                                                                        |      |       |           |
|---------------------------------------------------------------------------------------|-------|-------------------|--|--------------|-------------------|-------------|--------------------|------------------------------------------------------------------------|------|-------|-----------|
|  | TITLE | SHEEP MOUNTAIN    |  | PREPARED FOR | CITY OF LAS VEGAS | PREPARED BY | HORROCKS ENGINEERS |                                                                        |      |       |           |
|                                                                                       | SHEET | C1.21<br>31 OF 42 |  | DATE         | 1/4/2024          | DESIGNED BY | XXX                | 1240 GARDENS DRIVE, SUITE 110<br>LAS VEGAS, NV 89134<br>(702) 968-4053 |      |       |           |
| SUBMITTAL STAGE:                                                                      |       | 30% - PRELIMINARY |  | DRAWN BY     | XXX               | CHECKED BY  | XXX                | NO.                                                                    | DATE | SHEET | REVISIONS |
| XXX-XXXX                                                                              |       |                   |  |              |                   |             |                    |                                                                        |      |       |           |

PRELIMINARY NOT FOR CONSTRUCTION

5/18/24

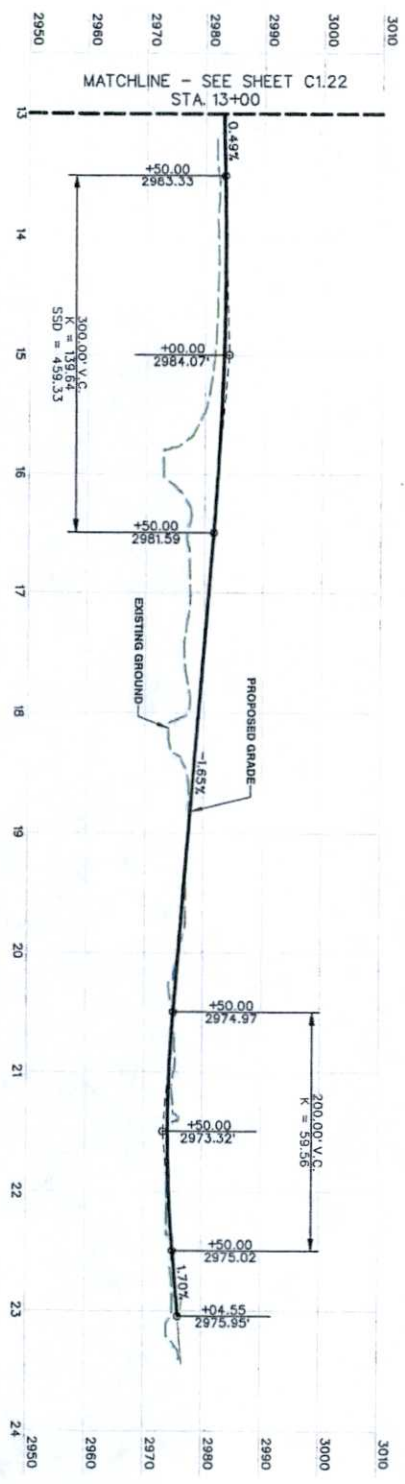
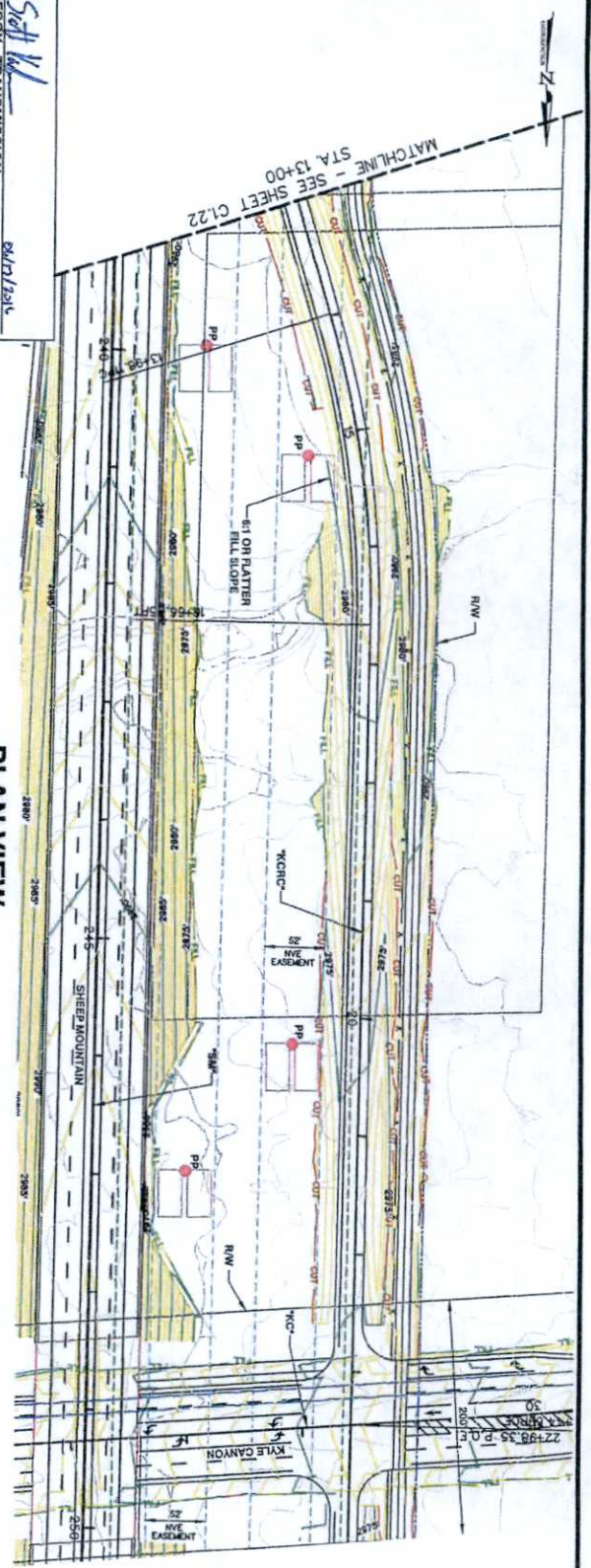






NV ENERGY - TRANSMISSION  
 DATE 06/01/2016

PLAN VIEW



PROFILE VIEW

ENCLOSURE

|                                       |  |                                                                                                                       |  |                                                                                                                 |  |                                                                                                                     |  |                          |  |
|---------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|--|--------------------------|--|
| SHEET<br>C1.23<br>33 OF 42<br>XXX-XXX |  | TITLE<br><b>SHEEP MOUNTAIN</b><br>SHEET<br><b>KYLE CANYON RAMP "C"</b><br><b>PLAN AND PROFILE-STA. 13+00 TO 23+00</b> |  | PREPARED FOR<br><b>CITY OF LAS VEGAS</b><br>HP 3000X<br>DATE: 02/02/16<br>SUBMITTAL STAGE:<br>30% - PRELIMINARY |  | PREPARED BY<br><b>HORROCKS ENGINEERS</b><br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |  | NO. DATE SHEET REVISIONS |  |
|---------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|--|--------------------------|--|

PRELIMINARY NOT FOR CONSTRUCTION

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EXHIBIT A

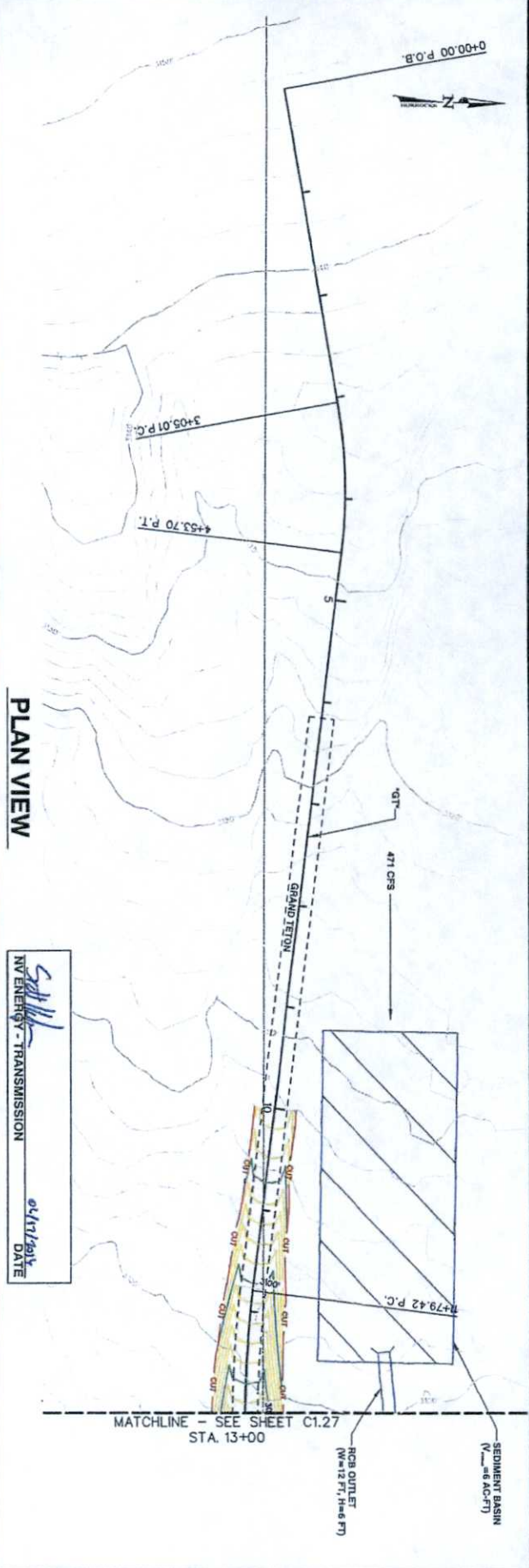
|                                                                                                                              |       |                |                                       |                                   |                                                                                                                               |                          |
|------------------------------------------------------------------------------------------------------------------------------|-------|----------------|---------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <br>SHEET<br>C1.24<br>34 OF 42<br>XXXXXXX | TITLE | SHEEP MOUNTAIN |                                       | PREPARED FOR<br>CITY OF LAS VEGAS | PREPARED BY<br><b>HORROCKS</b><br><b>ENGINEERS</b><br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 | NO. DATE SHEET REVISIONS |
|                                                                                                                              |       |                | DATE: 02/03/18                        | DESIGNED BY: XXX                  |                                                                                                                               |                          |
|                                                                                                                              |       |                | DRAWN BY: XXX                         | CHECKED BY: XXX                   |                                                                                                                               |                          |
|                                                                                                                              |       |                | SUBMITTAL STAGE:<br>30% - PRELIMINARY |                                   |                                                                                                                               |                          |

PRELIMINARY NOT FOR CONSTRUCTION

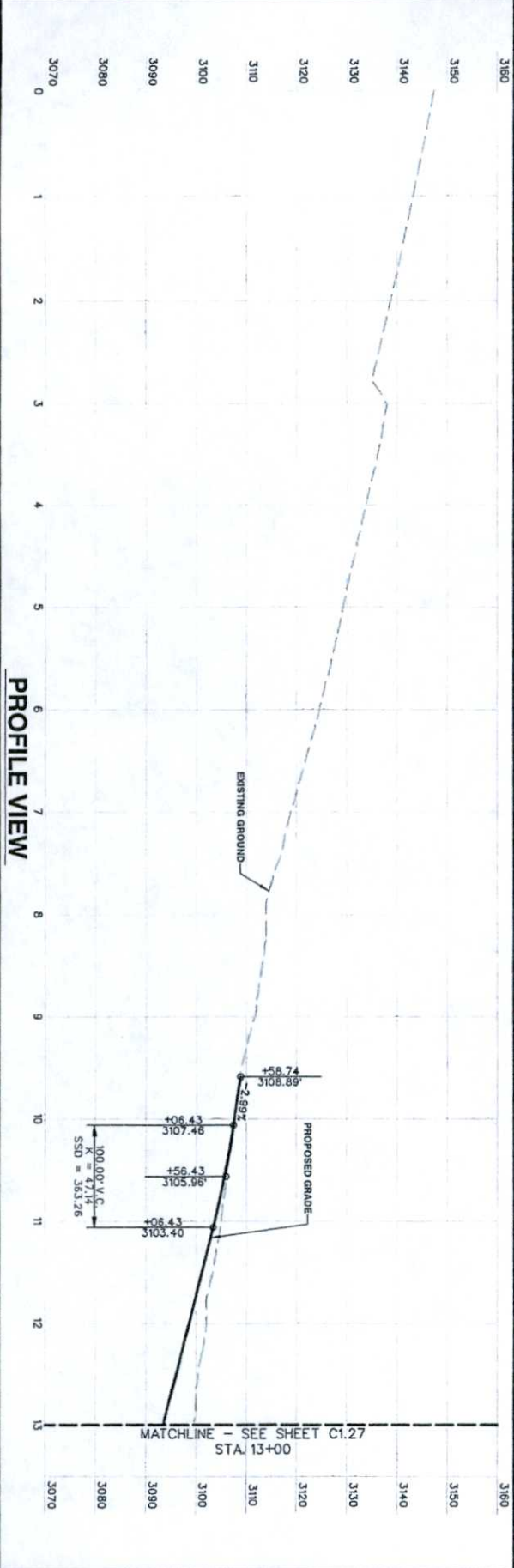
**Exhibit A**

PRELIMINARY NOT FOR CONSTRUCTION





PLAN VIEW



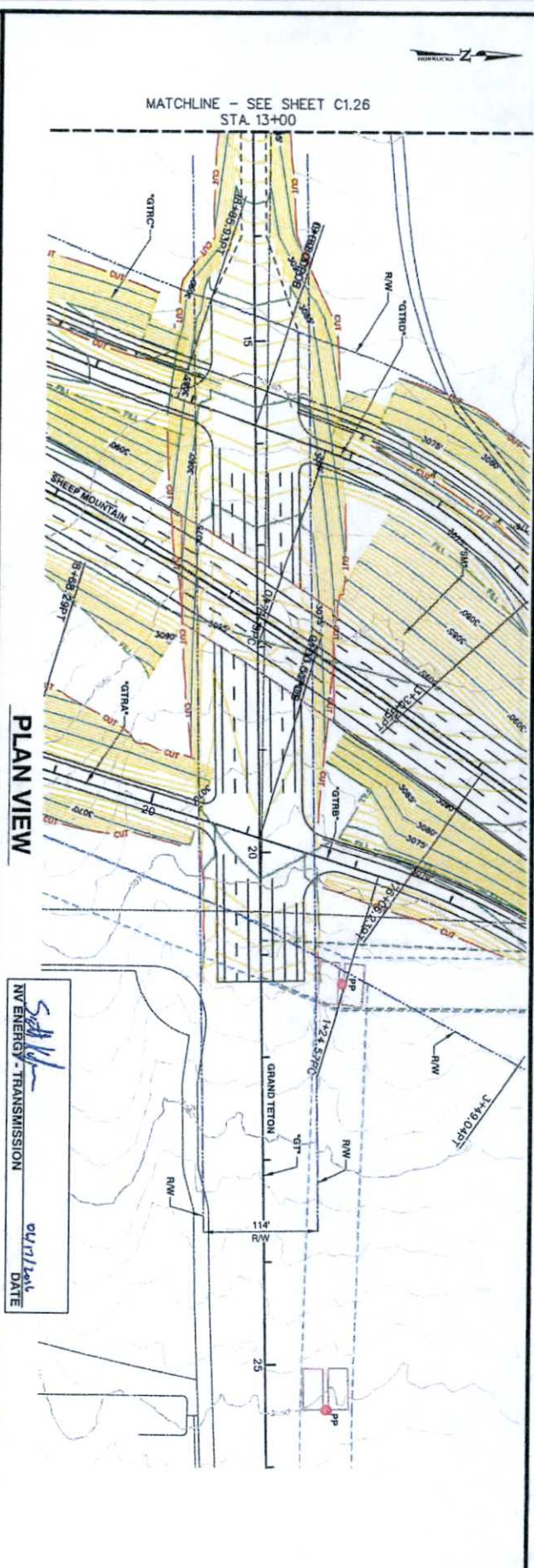
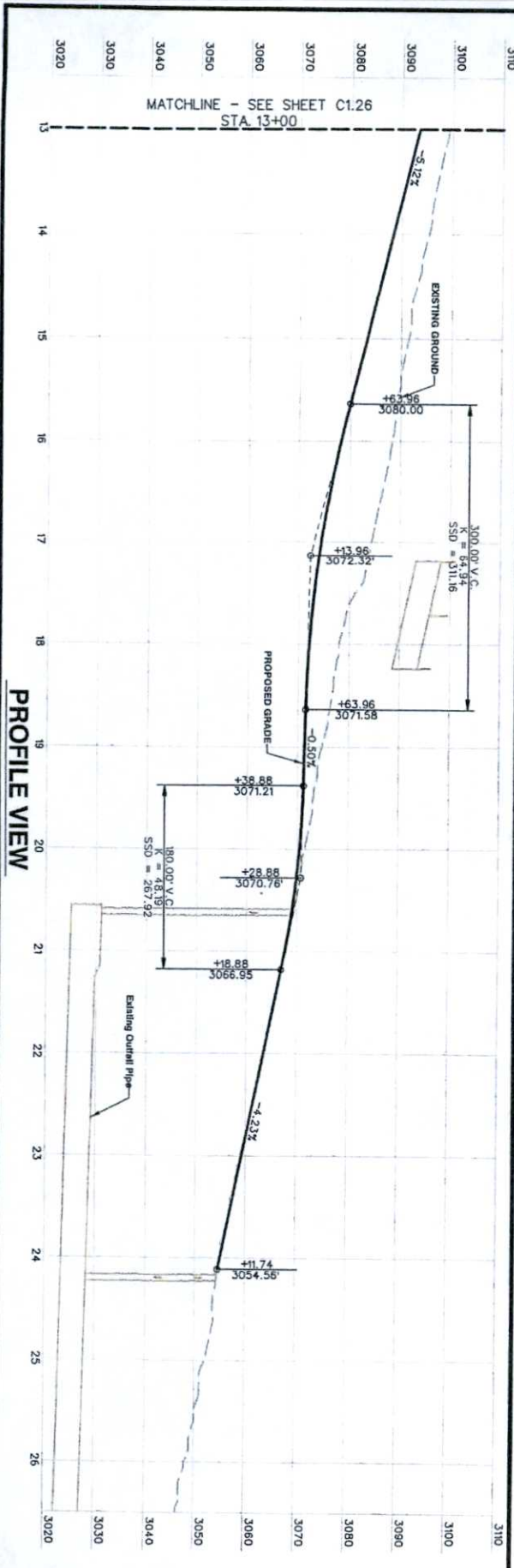
PROFILE VIEW

EXHIBIT A

|                                                 |                                |                                                                         |                                                                                                              |
|-------------------------------------------------|--------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| PREPARED FOR<br><b>CITY OF LAS VEGAS</b>        |                                | PREPARED BY<br><b>HORROCKS ENGINEERS</b>                                |                                                                                                              |
| SHEET<br><b>C1.26</b>                           | TITLE<br><b>SHEEP MOUNTAIN</b> | DATE: 02/03/18<br>SUBMITTAL STAGE: 30% - PRELIMINARY<br>CHECKED BY: XXX | DESIGNED BY: XXX<br>DRAWN BY: XXX<br>1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |
| PROJECT<br><b>C1.26</b><br>36 OF 42<br>XXX-XXXX |                                | NO. DATE SHEET REVISIONS                                                |                                                                                                              |

PRELIMINARY NOT FOR CONSTRUCTION





|                                               |  |                                             |  |                                          |  |                                                                         |  |
|-----------------------------------------------|--|---------------------------------------------|--|------------------------------------------|--|-------------------------------------------------------------------------|--|
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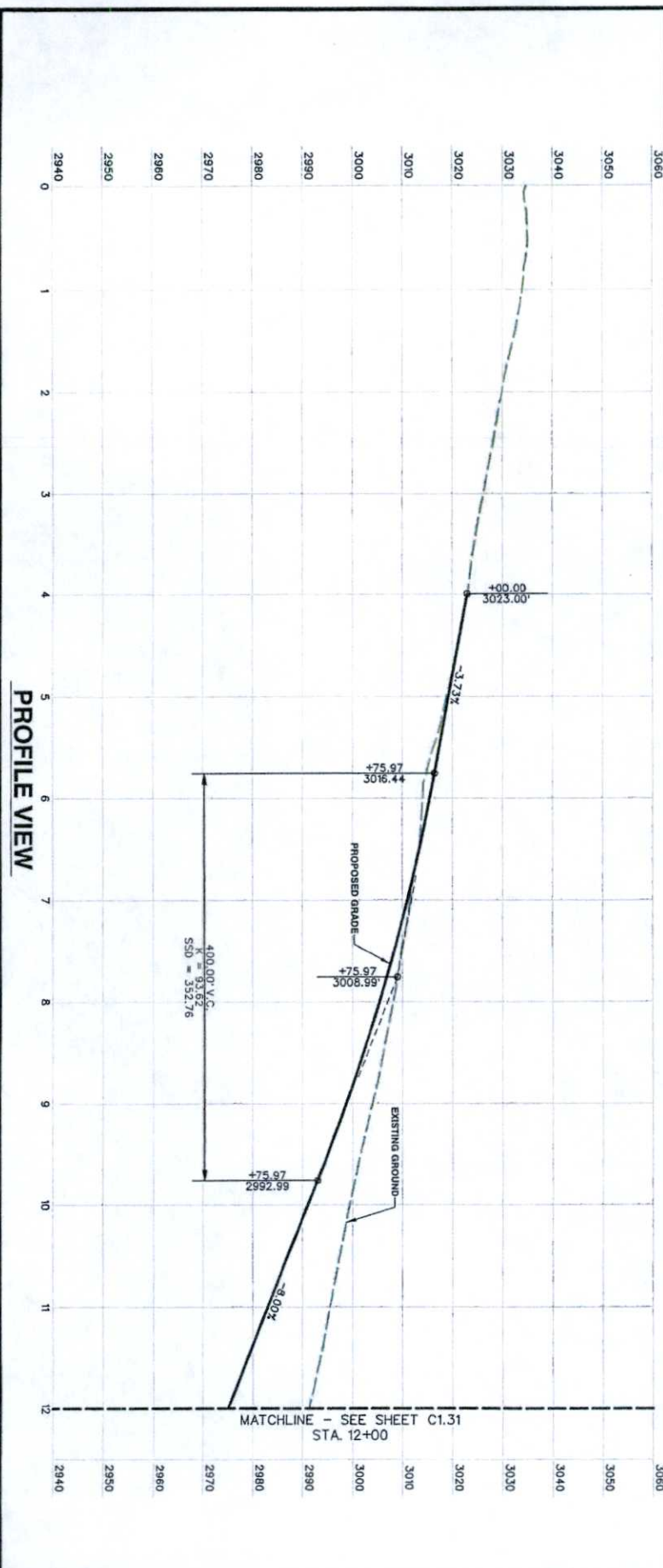
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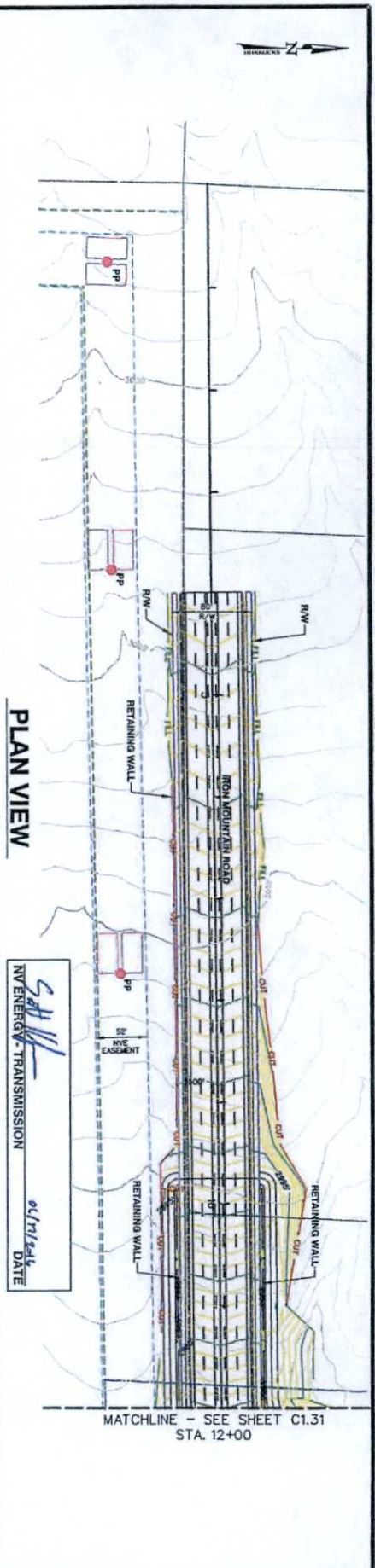
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| SHEET                                                                               | C1.29             | DATE           | 02/03/16 | HF 3000X     | DESIGNED BY       | XXX | 1349 Galleria Drive, Suite 110 | HENDERSON, NV 89014<br>(702) 966-4063 |  |                                                                                                                                                                                                                                      |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
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PROFILE VIEW



PLAN VIEW

DATE 6/17/14  
N/ENERGY TRANSMISSION

EXHIBIT A

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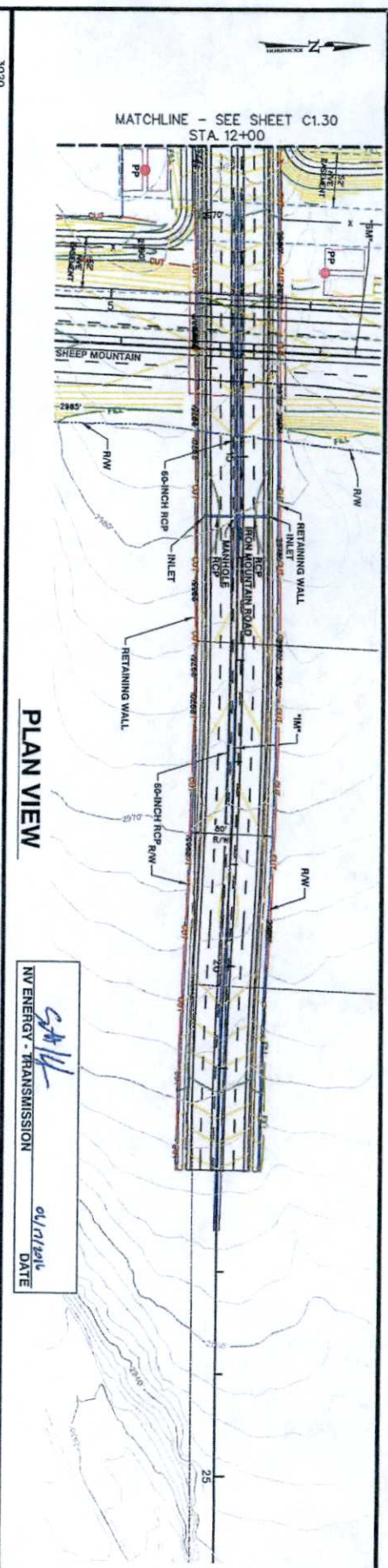
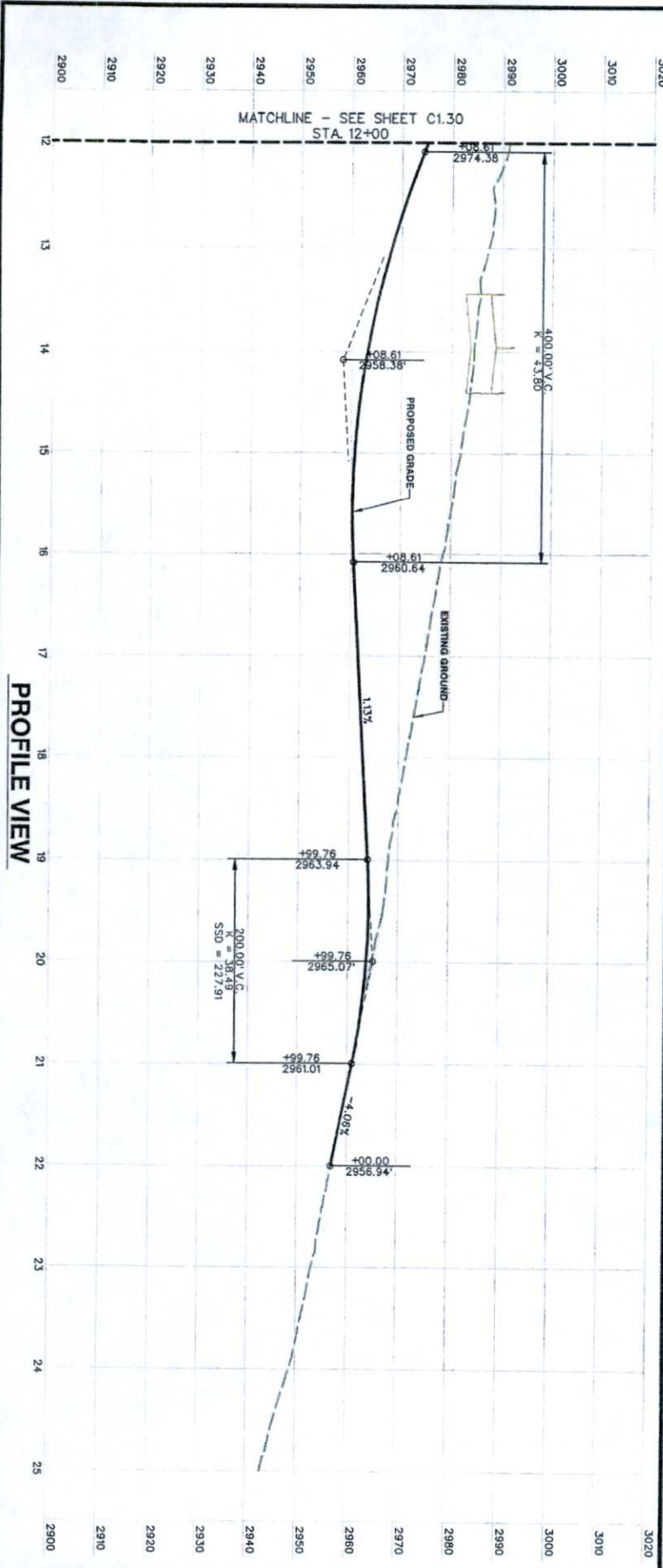


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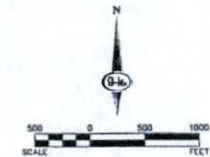
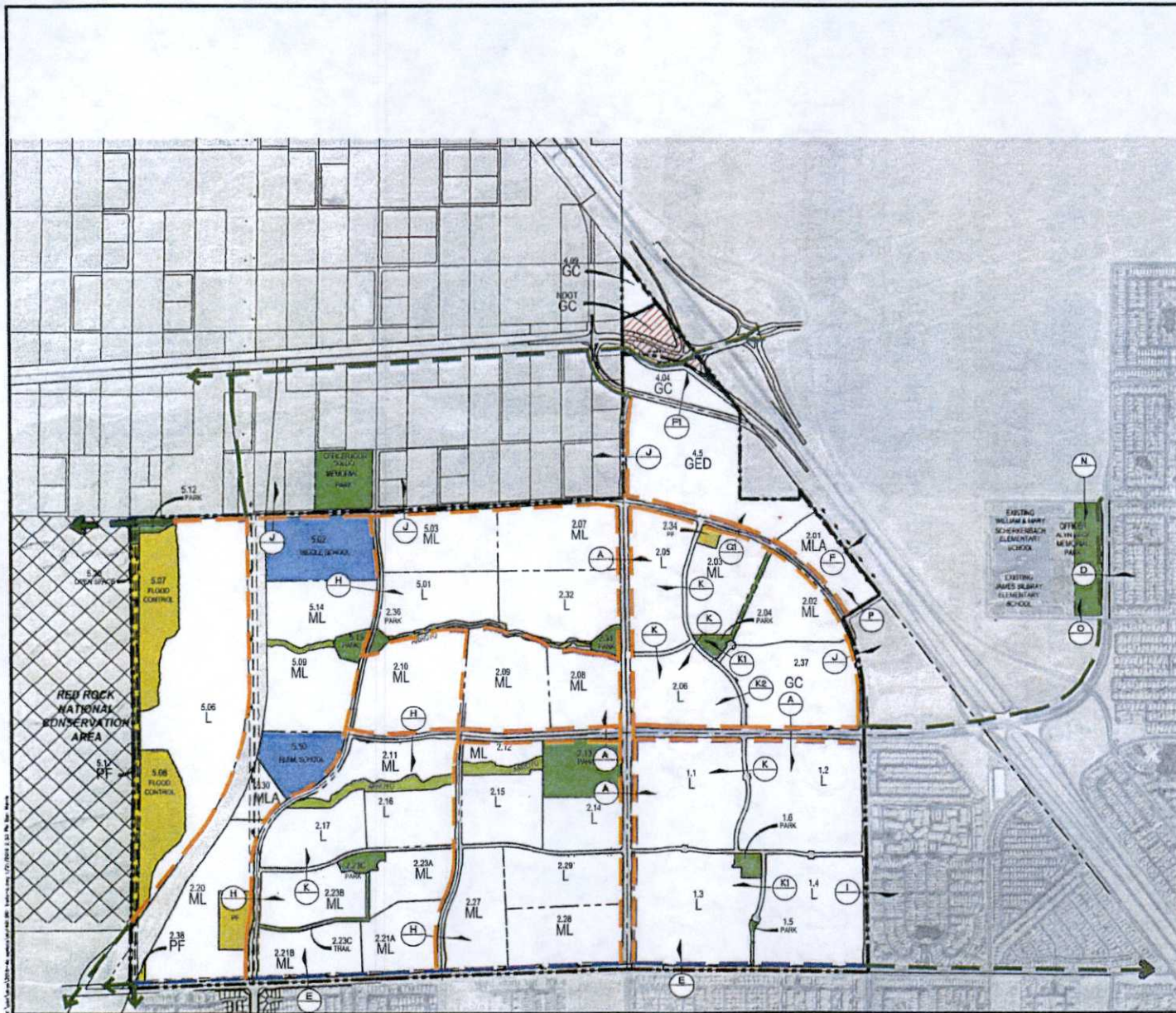
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|                                                                                     |       |                |       | 11# XXXXX         | BID# XXXXXXX      | 1349 Galleria Drive, Suite 110<br>Henderson, NV 89014<br>(702) 966-4063 |                    |  |                                                                                                                                                                                                                                      |     |      |       |           |  |  |  |  |  |  |  |  |  |  |  |  |
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PRELIMINARY NOT FOR CONSTRUCTION

# EXHIBIT L

## SKYE CANYON DEVELOPMENT AGREEMENT VILLAGE STREET AND TRAIL SECTION



# LEGEND

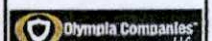
- PROJECT BOUNDARY
- EASEMENT LINE (DSMT)
- EXISTING TRANSMISSION POLE
- STREETS
- PROPOSED TRAILS
- PROPOSED EQUESTRIAN TRAIL
- PROPOSED TRAILS BY OTHERS

NOTE: TRAIL ALIGNMENTS ARE SHOWN GRAPHICALLY AND MAY NOT REPRESENT ACTUAL TRAIL LOCATIONS OF TRAILS.

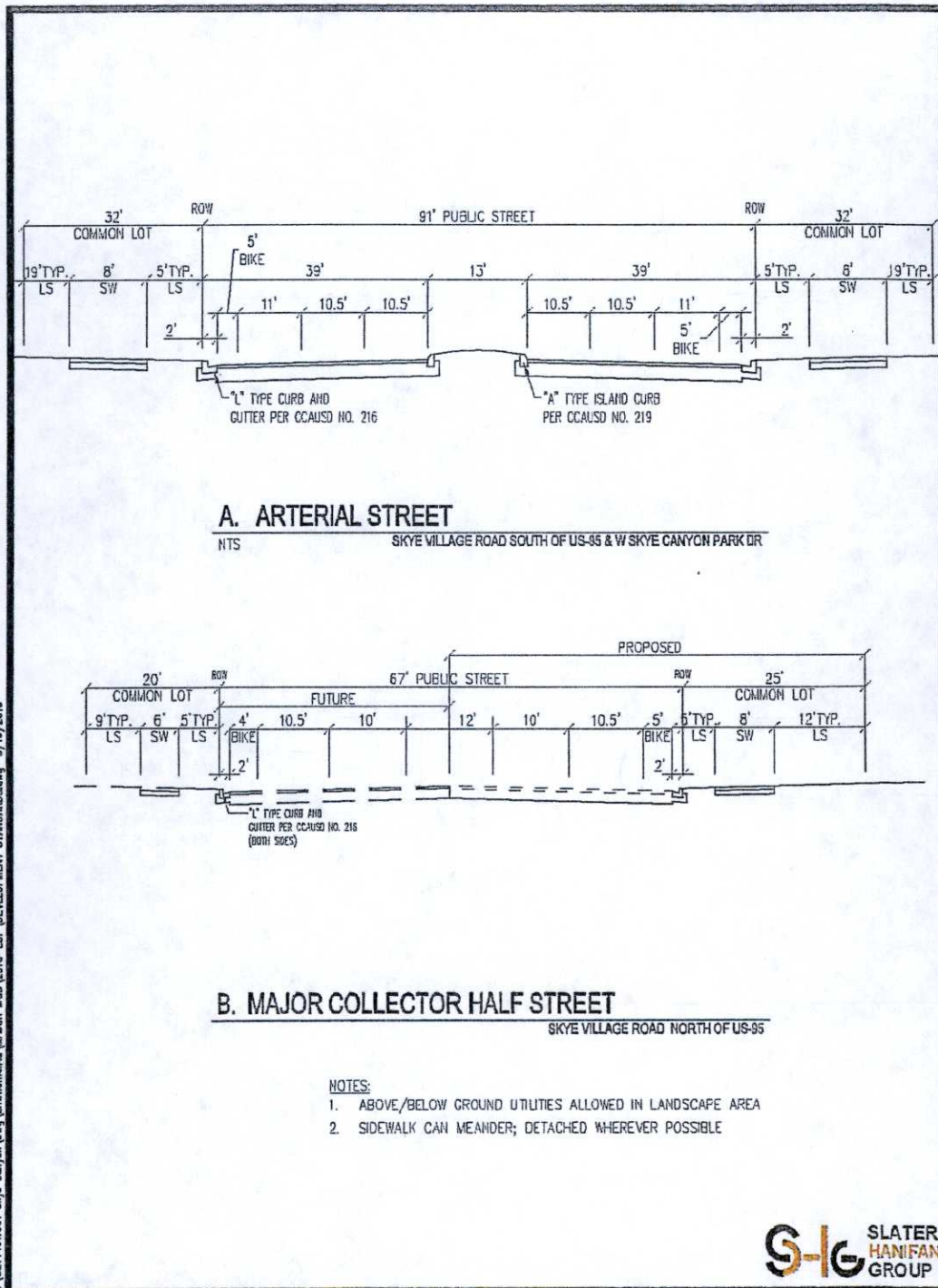


## VILLAGE STREET AND TRAIL SECTION EXHIBIT

**SLATER HANIFAN GROUP**  
CONSULTING ENGINEERS & PLANNERS  
2740 S. ARVILLE STREET #216, LAS VEGAS, NV 89119  
PHONE (702) 264-5300 FAX (702) 264-5199 DATE: 1/21/2018

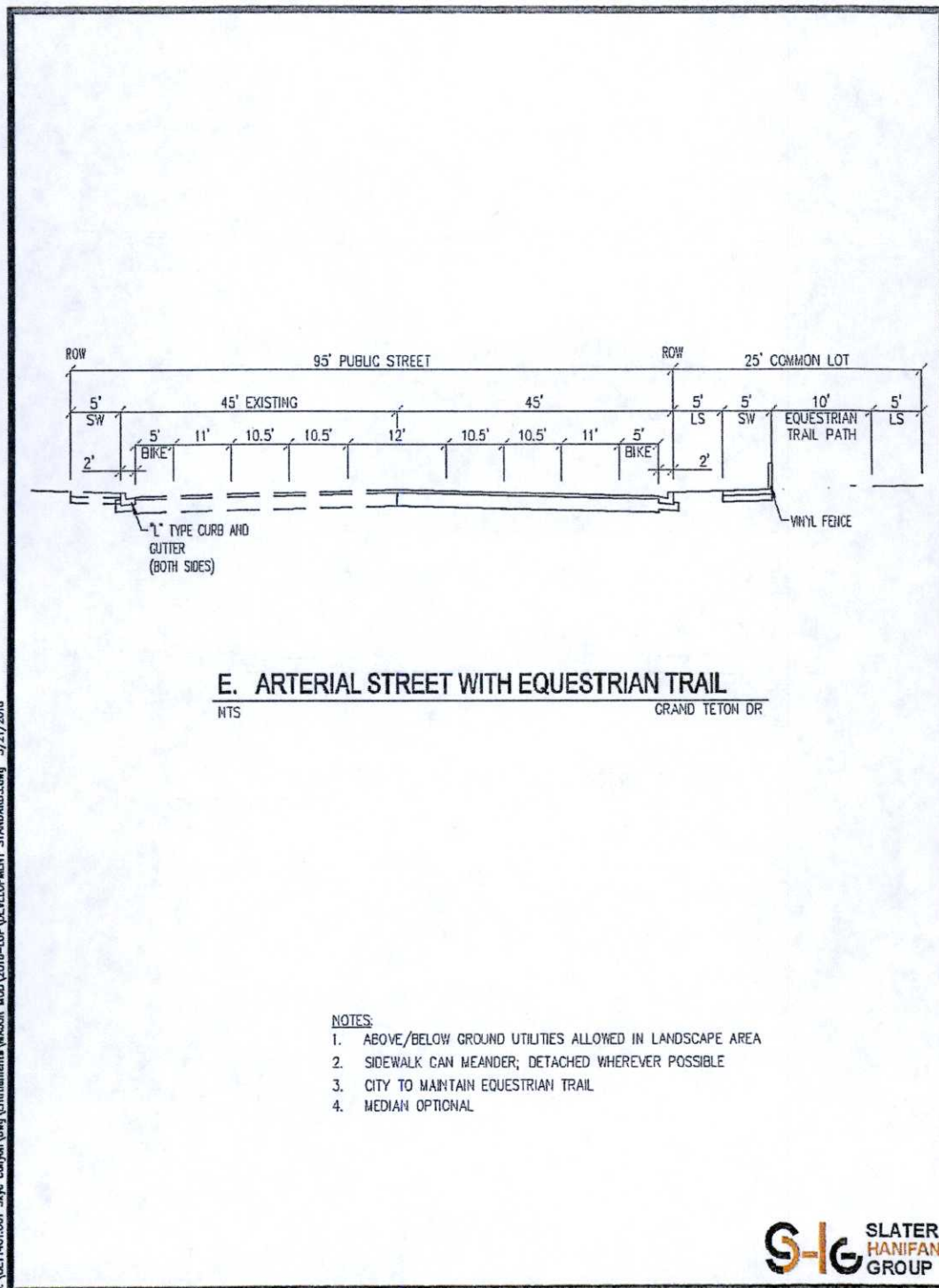


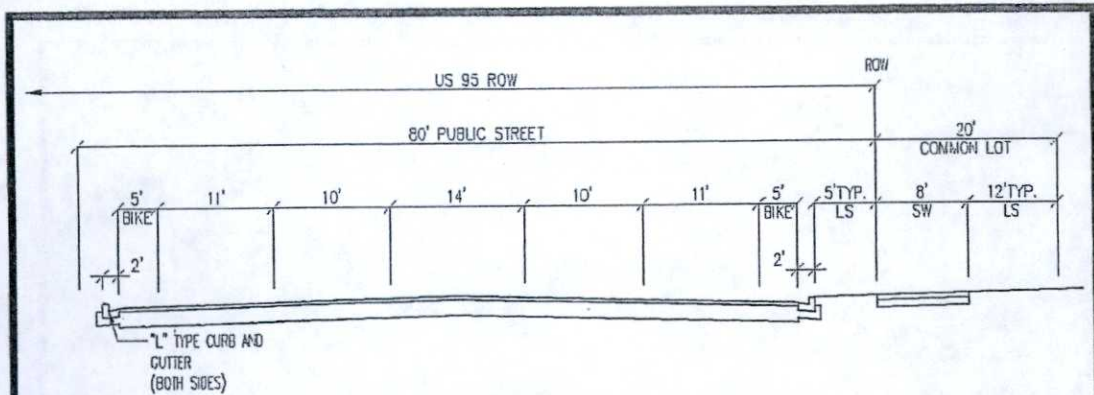








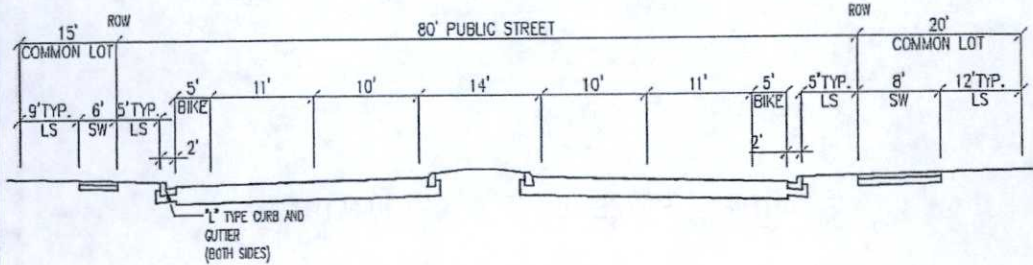




## F. FRONTAGE ROADS

NTS

OSO BLANCA ROAD



## F1. FRONTAGE ROADS

NTS

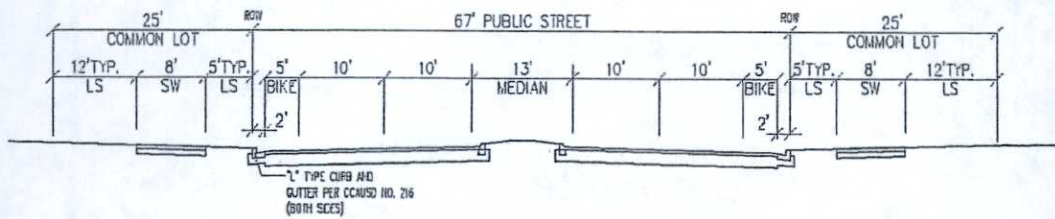
OSO BLANCA ROAD

### NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

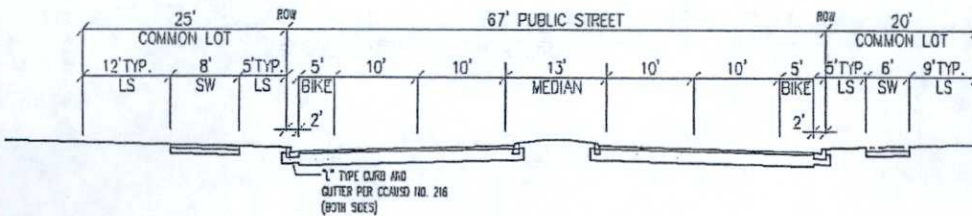
**SLATER**  
**HANIFAN**  
**GROUP**

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### G1. MAJOR COLLECTOR STREET

NTS IRON MOUNTAIN ROAD BETWEEN W. SKYE CANYON PARK DR. & SKYE VILLAGE DRIVE



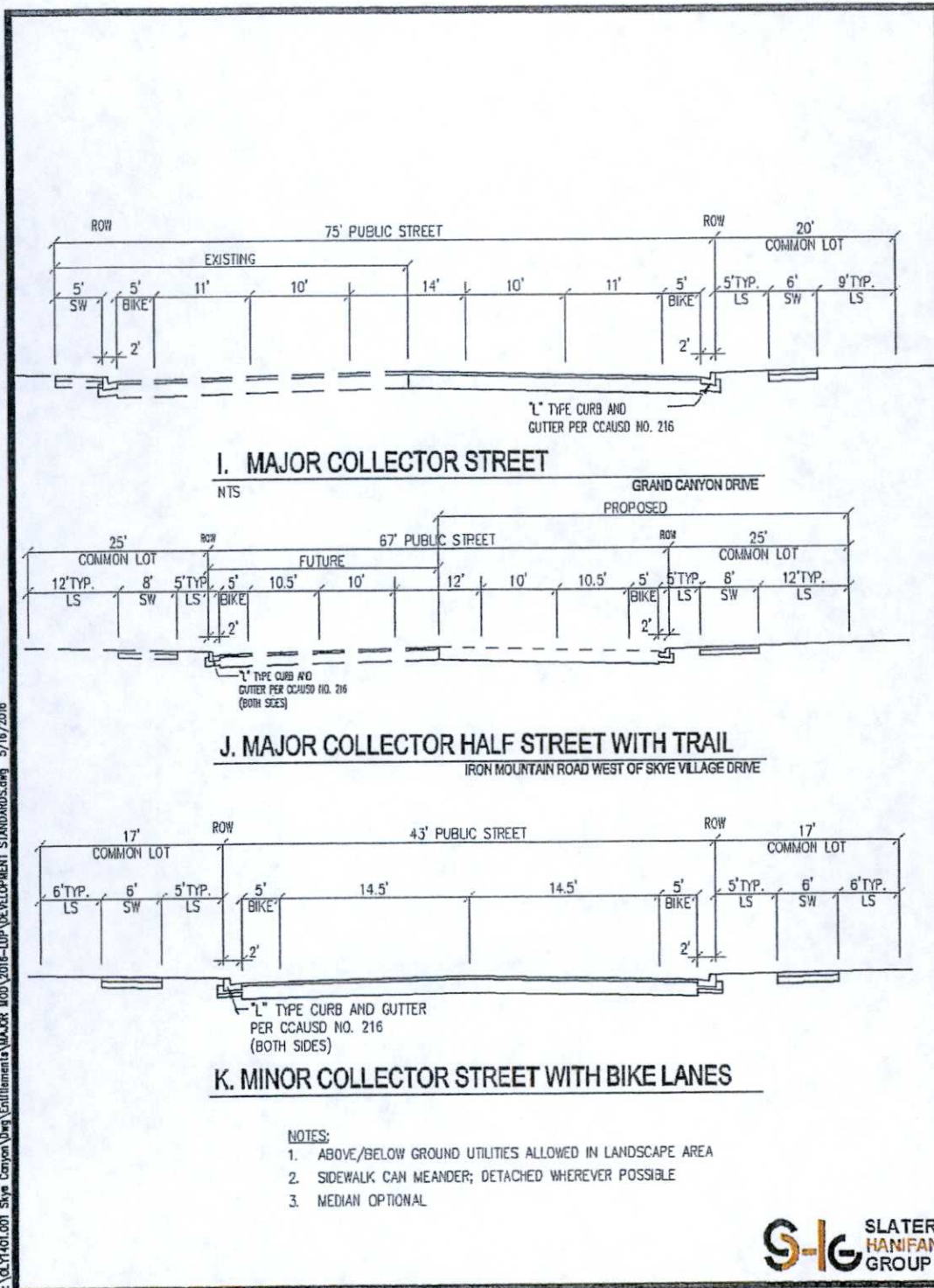
### H. MAJOR COLLECTOR STREET WITH TRAIL ON ONE SIDE

EGAN CREST DRIVE & SHAUMBER ROAD

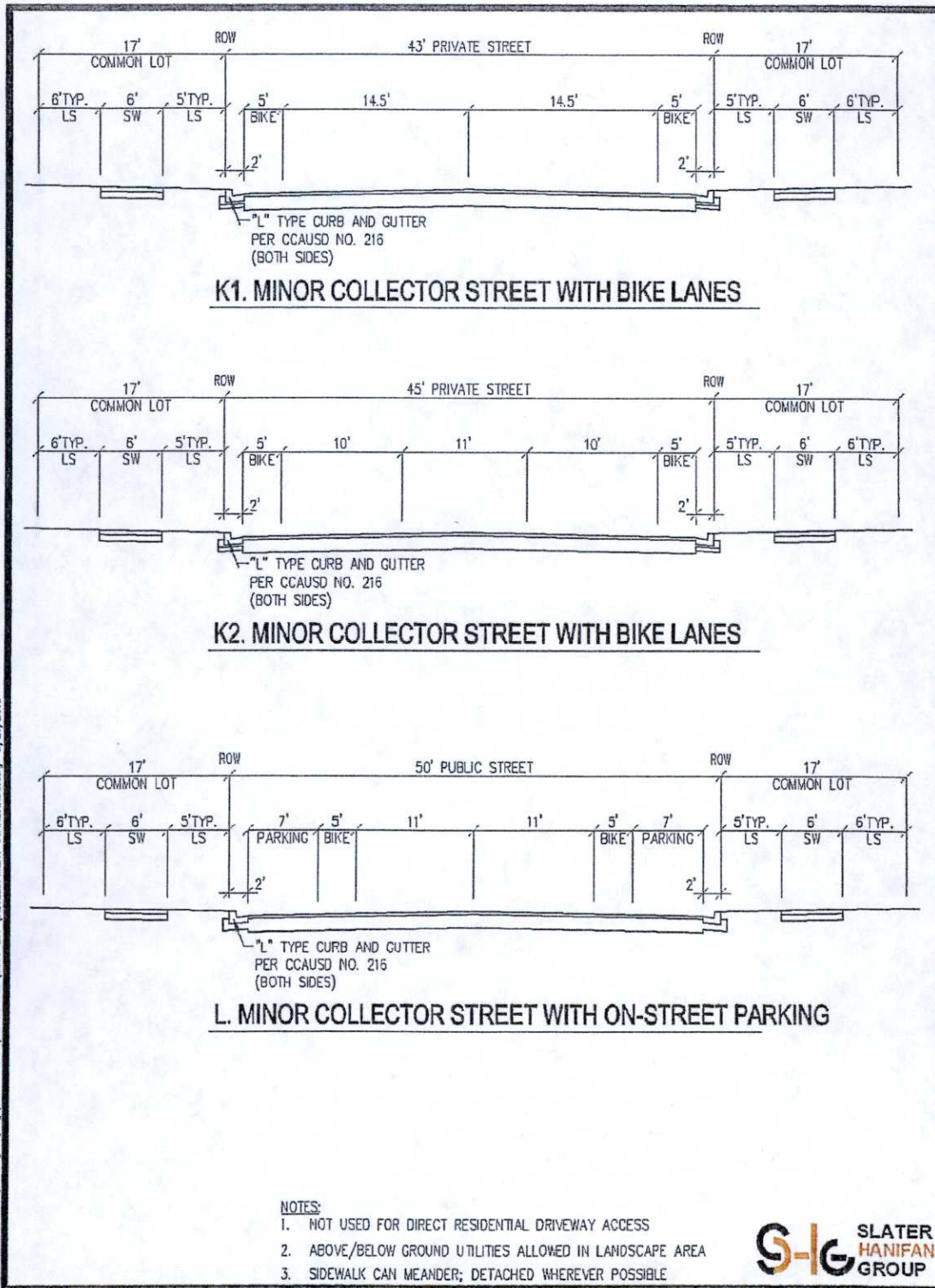
#### NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

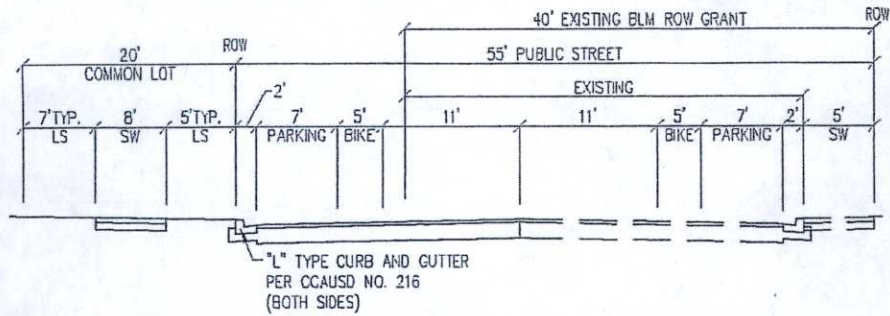




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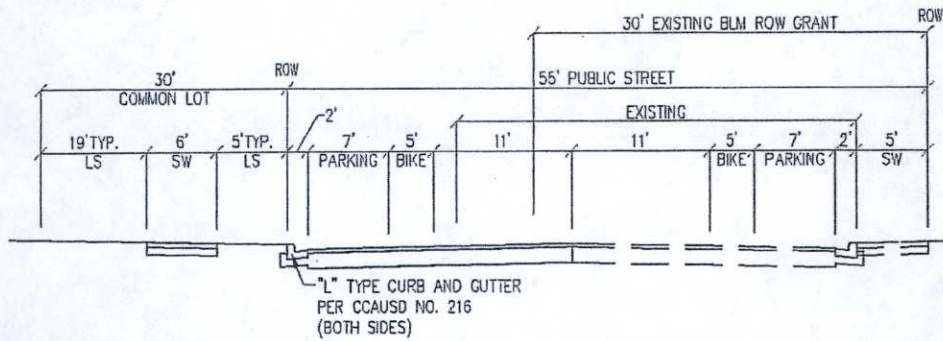






### N. MINOR COLLECTOR HALF STREET WITH TRAIL

IRON MOUNTAIN ROAD EAST OF US-95



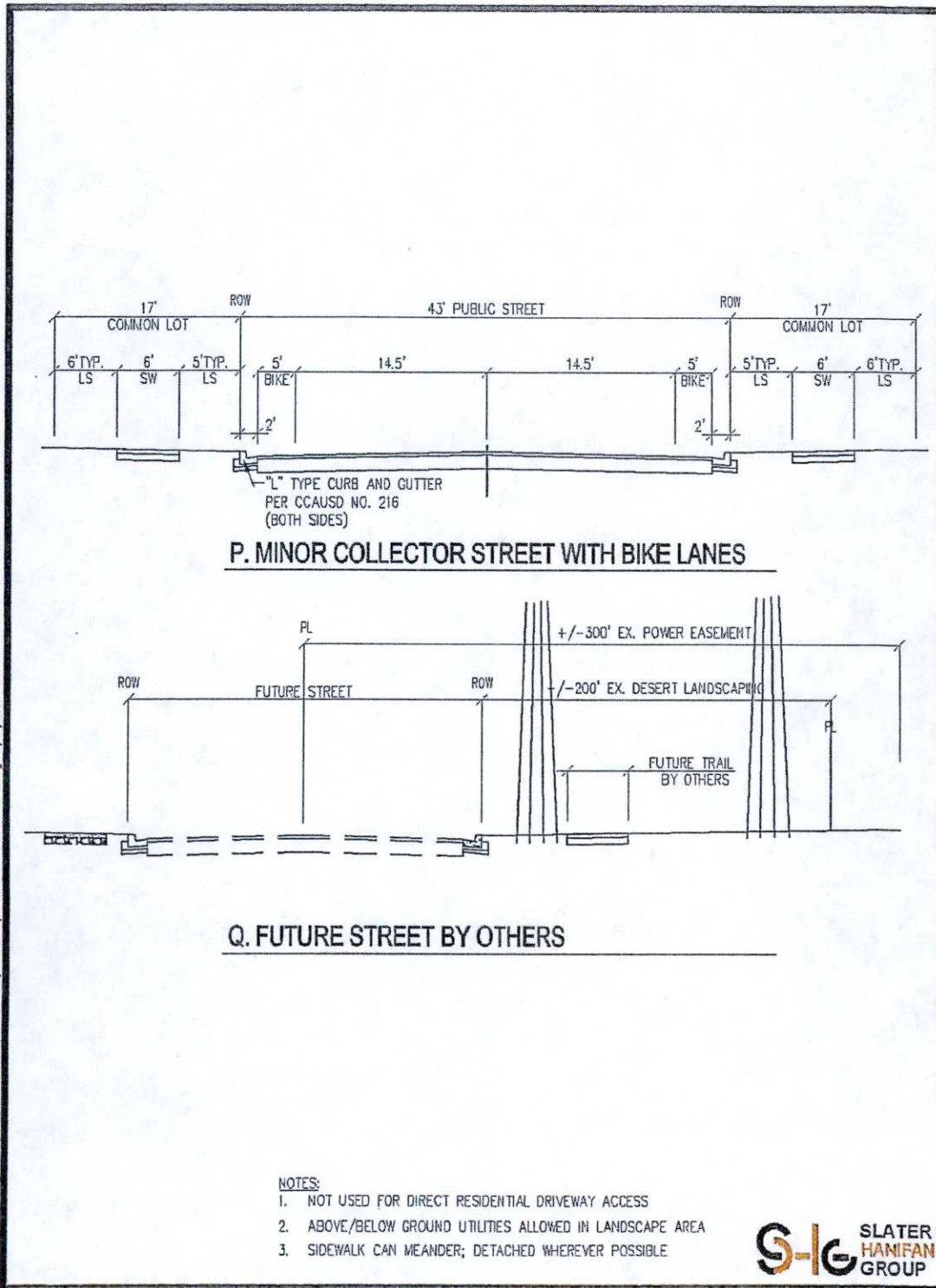
### O. MINOR COLLECTOR HALF STREET

#### NOTES:

1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE



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# Exhibit M



## Development Standards



10.21.2011  
Revised 04.15.2015  
Revised 07.20.2016  
Revised 07.12.2018  
Revised 04.08.2019

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City of Las Vegas, Nevada  
Planning & Development Department

Prepared For:



Prepared By:





# Skye Canyon Development Standards

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October 21, 2011  
Revised July 20, 2016

## Table of Contents

|                                                                            |       |
|----------------------------------------------------------------------------|-------|
| Introduction.....                                                          | 1     |
| Skye Canyon Master Plan Land Use Categories.....                           | 1     |
| Zoning.....                                                                | 2     |
| Design Review.....                                                         | 2     |
| Restricted Uses.....                                                       | 3     |
| Chapter 19.06.040.....                                                     | 3     |
| Active Adult .....                                                         | 5     |
| <i>Development Standards</i>                                               |       |
| Skye R-1 Single Family Residential District Modified Standards .....       | 6     |
| Skye R-CL Single Family Compact Lot District Modified Standards.....       | 9     |
| Skye R-TH Single Family Attached District Modified Standards .....         | 12    |
| Skye R-2 Medium –Low Density Residential District Modified Standards ..... | 15    |
| Skye R-3 Medium Density Residential District Modified Standards .....      | 18    |
| Pages Intentionally Blank .....                                            | 22    |
| Special Uses .....                                                         | 25    |
| Sheep Mountain Parkway Perimeter Walls .....                               | 25    |
| Sheep Mountain Parkway Section .....                                       | 26    |
| Pages Intentionally Blank.....                                             | 27-35 |
| Chapter 3.16. Environmental Standards.....                                 | 36    |

**List of Exhibits**

|                                                         |    |
|---------------------------------------------------------|----|
| Setback Diagram .....                                   | 38 |
| Cluster Setback Diagram .....                           | 39 |
| Reciprocal Use Easement Diagram .....                   | 40 |
| H.O.A. Easement Diagram .....                           | 40 |
| Medium and High Density Apartment Setback Diagram ..... | 41 |
| Arroyo Section .....                                    | 42 |
| A. Arterial Street .....                                | 43 |
| B. Major Collector Half Street.....                     | 43 |
| C. Arterial Street .....                                | 44 |
| D. Arterial Street with Trail.....                      | 44 |
| E. Arterial Street with Equestrian Trail .....          | 45 |
| F. Frontage Roads.....                                  | 46 |
| F1. Frontage Roads .....                                | 46 |
| G1. Major Collector Street .....                        | 47 |
| H. Major Collector Street with Trail on One Side .....  | 47 |
| I. Major Collector Street .....                         | 48 |
| J. Major Collector Street with Trail.....               | 48 |
| K. Major Collector Street with Bike Lanes.....          | 48 |
| K1. Minor Collector Street with Bike Lanes.....         | 49 |
| K2. Minor Collector Street with Bike Lanes.....         | 49 |
| L. Minor Collector Street with On-Street Parking .....  | 50 |
| N. Minor Collector Street with Trail .....              | 50 |
| O. Minor Collector Half Street .....                    | 50 |
| P. Minor Collector Half Street with Bike Lanes .....    | 51 |
| Q. Future Street By Others .....                        | 51 |
| 49' Public/Private Street Section .....                 | 52 |
| 49' Public/Private Street Section (Alt 1) .....         | 53 |
| 35' Public/Private Single Loaded Street Section .....   | 54 |

|                                                                    |       |
|--------------------------------------------------------------------|-------|
| 24' and 32' Shared Private Drive Detail .....                      | 55    |
| Stub Street Detail .....                                           | 56    |
| 20' Private Alley Drive Detail .....                               | 57    |
| 30" Wedge Type Curb and Gutter .....                               | 58    |
| 10' Transition From "I" curb to Roll Curb .....                    | 58    |
| Typical Cross Gutter w/ 30" Roll Type Curb and Gutter Detail ..... | 59    |
| Modified Residential Driveway Geometrics .....                     | 60    |
| Cul-de-sac Alternate .....                                         | 61    |
| Landscape Buffer Along Bus Turn-Out .....                          | 62    |
| Village Street/Trail Section Exhibit - Page 1 .....                | 63    |
| Village Street/Trail Section Exhibit – Page 2 .....                | 64    |
| A. 108' Arterial Streetscape .....                                 | 65    |
| B. Arterial Streetscape with Trail.....                            | 66    |
| C. 94' Major Collector Streetscape with Trail.....                 | 67    |
| D. 92' Major Collector Streetscape .....                           | 68    |
| E. 70' Minor Collector Streetscape .....                           | 69    |
| F. 70' Minor Collector Streetscape with Trail .....                | 70    |
| G. 120' Arterial Streetscape .....                                 | 71    |
| H. 120' Arterial Streetscape with Equestrian Trail.....            | 72    |
| Utility Considerations .....                                       | 73    |
| Alternative Gated Community Street Sections.....                   | 74-79 |

### List of Appendices

|                                    |       |
|------------------------------------|-------|
| Appendix A – Plant List .....      | A –1  |
| Appendix B - Perimeter Walls ..... | B - 1 |

# Skye Canyon Development Standards

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## Introduction

October 21, 2011  
Revised July 20, 2016

Skye Canyon is a master planned community consisting of approximately 1,650 acres in the northwest region of Las Vegas. It is located on either side of US 95 with the primary access from Horse Drive. The community, zoned for up to 9,000 dwelling units (maximum) features a variety of land uses and infrastructure improvements that enhance and protect the quality of life for residents and visitors alike.

## Skye Canyon Master Plan Land Use Categories

- *Residential Low (maximum 15 du/ac; average 5.49 du/ac)*  
The purpose of the Residential Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses with an average density not to exceed 5.49 du/ac.
- *Residential Medium Low (maximum 15 du/ac; average 8.49 du/ac)*  
The purpose of the Residential Medium Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses on a smaller lot size with an average density not to exceed 8.49 du/ac.
- *Residential Medium Low – Attached (maximum 25 du/ac; average 12.49 du/ac)*  
The purpose of the Residential Medium Low - Attached Category is to provide for the development of single-family detached dwellings on smaller lots, as well as single-family attached units and medium density apartments with an average density not to exceed 20 du/ac.
- *Active Adult (AA) (maximum 25 du/ac; average 6.5 du/ac)* The purpose of the Active Adult Category is to provide for the development of single family detached, duplex, attached products, multi-family and other customary uses associated with an Active Adult Community (as defined Section 1 of the Development Agreement)
- *General Commercial*  
The General Commercial land use category is intended to provide a broad range of retail shopping, personal services for both the general and travelling public. This category allows retail, service, automotive, wholesale, office and other general business uses.
- *Gaming*  
The intent of the Gaming land use category is to reflect the implementation of the provisions of LVMC Chapter 6.5 and State law that pertain to gaming enterprise districts.
- *Schools*  
The purpose of the Schools land use category is to provide for the development of new school sites to serve residents of Skye Canyon and the surrounding areas.



- **Parks and Open Space**

The purpose of the Parks and Open Space land use category is to provide for active and passive recreational amenities, including natural open space, serving residents of Skye Canyon and the surrounding area. Alcohol uses are subject to the approval of a special use permit.

- **Public Facility (PF)**

The permitted uses and development standards for the Public Facility parcels are as prescribed by the Civic (C-V) zoning district within the City of Las Vegas Unified Development Code. In addition to the public and quasi-public uses permitted by the C-V zoning district, for profit schools are also a permitted use on Public Facility parcels within the Community.

Any development on a Public Facility parcel that is adjacent to residential uses within the Skye R-1, Skye R-CL, and Skye R-2 designations shall be subject to the height standards, landscape standards, and the parking standards, pursuant to the City of Las Vegas Unified Development Code.

- *Infrastructure including roadways, public facilities, detention basins, electrical sub-stations, utility easements, etc.* within all Skye Canyon land use categories, public facilities shall be in accordance with the Civic (C-V) category of the City of Las Vegas Unified Development Code.

## **Zoning**

The Skye Canyon Development Standards contained herein provide the Zoning criteria for the implementation of the residential land uses within the Skye Canyon Master Plan. Where the Modified Standards are silent on a specific issue, the provisions of the City of Las Vegas Unified Development Code, Title 19, in effect at the time of adoption of the Skye Canyon Development Standards shall apply and are so attached for reference. The following chart identifies the Skye Canyon Land Use categories and the corresponding Skye Canyon Development Standard categories that apply:

| <b>Skye Canyon Land Use Category</b> |                                                                           | <b>Skye Canyon Development Standard</b>            |
|--------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------|
| L                                    | Residential Low<br>(maximum 15 du/ac; average 5.49 du/ac)                 | Skye R-1, Skye R-CL, Skye R-2                      |
| ML                                   | Residential Medium Low<br>(maximum 15 du/ac; average 8.49 du/ac)          | Skye R-1, Skye R-CL, Skye R-2                      |
| ML-A                                 | Residential Medium Low – Attached<br>(maximum 25 du/ac; average 20 du/ac) | R-CL, Skye R-TH, Skye R-2, Skye R-3                |
| AA                                   | Active Adult (maximum 25 du/ac; average 6 du/ac)                          | Skye R-1, Skye R-CL, Skye R-TH, Skye R-2, Skye R-3 |
| GC*                                  | General Commercial                                                        | C-1, C-2, O                                        |
| Gaming                               | Gaming                                                                    | C-1, C-2, P-O, O                                   |
| PF                                   | Public Facility                                                           | C-V                                                |

\*Parcel 3.01 is limited to C-1

The following provisions are the specific modifications to the City of Las Vegas Unified Development Code, Title 19, which upon their adoption will be the governing standards for development within the Skye Canyon Master Plan. The chapter number and descriptive titles refer to the Unified Development Code, Title 19, adopted March 16, 2011, which became effective May 1, 2011.

## **Design Review**

All builder submittals to the City of Las Vegas for design review, modifications, or deviations shall be in accordance with Section 3 of the Skye Canyon Development Agreement. In addition, all designated Buildersubmittals shall be reviewed and approved by the Master Developer's Design Review Committee prior to submittal to the City.

## **Restricted Uses**

The Master Developer and/or Designated Builder shall satisfy all Code requirements for filing an application for a special use permit. Parcel 3.01 within the Community has specific conditions for commercial development. Parcels 3.01, 3.03, and 3.04 shall be developed with the following conditions:

- I. Parcel 3.03 (15.12 acre parcel) and 3.01 (4.70 acre parcel)
  1. Mandatory neighborhood meetings shall be required for any Special Use Permit or Land Use designation changes.
- II. Parcel 3.03 (15.12 acre parcel) (If parcel 3.03 reverts to C-1, then previously adopted use restrictions apply.)
  1. Access to Brent Lane is prohibited.
  2. A six (6) foot high decorative block wall shall be constructed along Brent Lane and shall comply with the Development Standards and Design Guidelines.
  3. A thirty (30) foot intense landscape buffer along Brent Lane with a detached five (5) foot sidewalk included. A double row of twenty-four (24) inch boxed Mondale Pine Trees to be spaced fifteen (15) feet on center or similar species of tree and spacing required.
  4. A site development plan review application is required for any development to address the specific conditions for development and is to be noticed as a public hearing.
- III. Parcel 3.01 (4.70 acres) and 3.03 (15.12 acre parcel)
  1. A tavern, liquor store, tattoo parlor/body piercing studio, sexually oriented business and a financial institution-specified is prohibited.
- IV. Parcel 3.02 (Triangular Open Space Parcel at the Intersection of Horse Drive and Fort Apache Road)
  1. The Master Developer shall install intense landscaping and maintain the parcel. Minimum 24" box Mondell Pines, 15' o.c. where plantable, or as otherwise approved by Director of Planning. Landscaping to be installed concurrent with the development of parcel 3.01.
- V. Parcel 3.04 (39.06 acre parcel)
  1. Direct vehicular access to Tee Pee Lane is prohibited. Gated emergency access and pedestrian access is permitted.
  2. A six (6) foot high decorative block wall shall be constructed along Tee Pee Lane and shall comply with the Development Standards and Design Guidelines.
  3. A thirty (30) foot intense landscape buffer along Tee Pee Lane with a detached five (5) foot sidewalk included. A double row of twenty-four (24) inch boxed Mondale Pine Trees to be spaced fifteen (15) feet on center or similar species of tree and spacing required.

## **19.06.040**

### **Residential Districts Development Standards**

#### **B. Building Placement**

1. **Projections Into Setback Area**
  - a. **Architectural Features**
    - Change... "roof eaves" to "roof overhangs"

- add..."media niches, stairwell landings, wing walls, window and door pop-out surrounds, pot shelves, trim, shutters, and material veneers"
- add..."Such architectural features may or may not be supported by a foundation, as long as it does not increase living space."

**C. Accessory Structures**

**2. (No Heading)**

- delete..."No accessory structure is permitted in front of the primary structure unless the structure is side-loaded garage which is used strictly as an ancillary use and does not encroach into the front setback area."
- add..."Setbacks for front detached accessory structures, including casitas and side-loaded garages, shall be as described in the Modified Standards Tables. Casitas may include a kitchenette in which no oven and cook-top are provided."

**E. Patio Covers**

**2. (No Heading)**

- delete..."The height of the patio cover shall not exceed twelve feet."
- add the following:
  - "Single-story patio covers shall not exceed 16' in height, unless the patio is located within the overall building form of the primary structure, in which case the maximum height shall be the same as the primary structure."
  - "Covered sundecks shall not exceed the maximum height of the primary structure."

**G. Parking**

**2. (No Heading)**

- delete..."Parking on the public right of way may not be counted towards satisfying the requirement for on-site parking."
- add..."On streets having a 60' right-of-way or less, parking on the public right-of-way within a development parcel may be counted toward multi-family guest parking requirements only."
- Add..."In multi-family development, parking shall conform to federal ADA standards."

**H. Fences and Walls**

**1. Front Yard Screen Wall Prohibition**

- Delete: "No screen wall shall be built in the front yard of a residential property"
- Add: "Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building."

**3. Fences, Walls and Architectural Character**

**a. Perimeter Walls**

- change sentence near end of first paragraph to read... "Pilasters, if used, shall have a minimum spacing of 250' on center. Refer to Appendix B-1."

#### **4. (Prohibited) Materials**

##### **Typical Perimeter Wall & Pilasters**

##### **e. Untextured or unfinished concrete or block (CMU) walls:**

- Add... "unless used in a decorative manner consistent with the architecture of the project."

#### **ACTIVE ADULT:**

The following districts are permitted within the Active Adult Land Use category:

Skye R-1, Skye R-CL, Skye R-TH, Skye R-2, and Skye R-3. Single family detached and attached, as well as multi-family dwellings up to 25 du/ac are permitted. With development, each parcel will be designated with the appropriate "Skye Canyon" development standard.

##### **Park / Open Space Uses:**

The following uses are permitted within the designated Park / Open Space area:

- private park and private recreation building amenities including:
- tennis, paddle tennis, pickle ball, bocce ball, basketball, etc.
- restaurant/café/on-site liquor sales that are ancillary to the Community Center
- teaching of classes within building both physical as well as educational (ie fitness, tax planning, second language, i.e. classroom setting)
- ancillary retail, medical/dental/chiropractic office/ clinic, and prescription drug (ancillary to Community Center).
- ancillary service business i.e. nail salon, hair, massage/physio therapy, tanning salon etc. (ancillary to Community Center).
- golf carts within private streets
- community garden
- dog park
- all other ancillary uses that is typical to service within an Active Adult Community

##### **Other Active Adult Uses:**

The following Active Adult Uses (subject to Skye R-3 standards) are subject to SDR approval process as a public hearing, that are similar or compatible to the permitted uses herein:

- Assisted Care Facilities
- Convalescent Care
- Nursing Home
- Skilled Nursing Care

#### **DEVELOPMENT STANDARDS:**

Development will be in accordance with applicable development standards as designated by Master Developer and which are in conformance with approved Guidelines/Standards.

#### **REVIEW PROCESS:**

Uses other than single family attached/detached residential uses as approved in the modified Development Standards or provisions of the City of Las Vegas Development Code, Title 19, in effect at the time of adoption of the approved Development Agreement, shall require Site Development Plan review before City of Las Vegas Planning Commission and City Council as a public hearing. The development of designated park areas within the Active Adult areas will be reviewed in conformance with the Skye Canyon Parks Agreement.



## Skye R-1 Single Family Residential District

| STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Skye R – 1 STANDARDS                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Single Family Detached                                                                        |
| Skye Canyon Land Use Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | L, ML                                                                                         |
| Minimum Lot Size s.f.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4,500                                                                                         |
| Dwelling Units per Lot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1                                                                                             |
| Min. Lot Width                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 40' (30' at cul-de-sac or knuckle)                                                            |
| <b>MINIMUM SETBACKS</b><br><i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.</i>                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                               |
| <b>Main Building</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                               |
| • Front                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10' to Living, Porch, or Attached Side Entry Garage<br>18' to face of Front Entry Garage Door |
| • Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5'                                                                                            |
| • Corner Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5' to Porch<br>10' to Living                                                                  |
| • Rear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10' to Living                                                                                 |
| <b>Detached Accessory Structure</b><br><i>(Including Casita* &amp; Detached Side-Entry Garages)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                               |
| • Front                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10'                                                                                           |
| • Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3'                                                                                            |
| • Corner Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10'                                                                                           |
| • Rear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3'                                                                                            |
| • Min. Separation to Main Bldg.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6'                                                                                            |
| • Size and Coverage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Not to exceed 50% of the floor area of the principal dwelling unit                            |
| <b>Rear Patio Cover, Sundeck, Balcony</b><br><i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i><br><i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i><br><i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i> |                                                                                               |
| • Rear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5' to post or edge of sundeck or balcony<br>3' to roof overhang                               |
| • Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5' to post or edge of sundeck or balcony<br>3' to roof overhang                               |
| • Corner Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10' to post or edge of sundeck or balcony<br>8' to roof overhang                              |
| <b>Courtyard Walls</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                               |
| • Front                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5'                                                                                            |
| • Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0'                                                                                            |
| • Corner Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5'                                                                                            |
| <b>Max. Lot Coverage</b><br><i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>                                                                                                                                                                                                                                                                                                                                                                                                                        | 60%                                                                                           |

| STANDARD                                                                                                                                                                                                                                                                                                     |  | Skye R – 1 STANDARDS                                                                                                                                                                                                                                        |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Housing Types                                                                                                                                                                                                                                                                                                |  | Single Family Detached                                                                                                                                                                                                                                      |  |
| <b>Max. Building Height</b><br><i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i> |  | <b>Main Building</b> <ul style="list-style-type: none"> <li>• 2 Stories max.</li> <li>• 35' max. height</li> </ul> <b>Accessory Structure</b><br>Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less |  |
| Parking                                                                                                                                                                                                                                                                                                      |  | 2 unimpeded spaces per unit                                                                                                                                                                                                                                 |  |
| Landscape Buffers and Turf Limitations                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                             |  |
| <ul style="list-style-type: none"> <li>• Minimum Zone Depths</li> </ul>                                                                                                                                                                                                                                      |  | <ul style="list-style-type: none"> <li>• Adjacent to Right-of-Way: 6' or building setback, whichever is less</li> <li>• Interior Lot Lines: 0'</li> </ul>                                                                                                   |  |
| <ul style="list-style-type: none"> <li>• Front Yard Area Turf Coverage</li> </ul>                                                                                                                                                                                                                            |  | 0%                                                                                                                                                                                                                                                          |  |
| <b>WALLS AND FENCES</b>                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                             |  |
| <b>Front Yard Wall/Fence</b>                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                             |  |
| <ul style="list-style-type: none"> <li>• Max. primary wall height</li> </ul>                                                                                                                                                                                                                                 |  | 5'                                                                                                                                                                                                                                                          |  |
| <ul style="list-style-type: none"> <li>• Max. solid wall base height</li> </ul>                                                                                                                                                                                                                              |  | 2'                                                                                                                                                                                                                                                          |  |
| <ul style="list-style-type: none"> <li>• Max. Pilaster height</li> </ul>                                                                                                                                                                                                                                     |  | 18"                                                                                                                                                                                                                                                         |  |
| <ul style="list-style-type: none"> <li>• Max. on-center distance between pilasters</li> </ul>                                                                                                                                                                                                                |  | Pilasters not required;<br>When provided, maximum spacing of 100'                                                                                                                                                                                           |  |
| <ul style="list-style-type: none"> <li>• Decorative Cap feature</li> </ul>                                                                                                                                                                                                                                   |  | 5"                                                                                                                                                                                                                                                          |  |
| <b>Front Yard Wall/Fence with Standard Stepback</b>                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                             |  |
| <ul style="list-style-type: none"> <li>• Max. secondary wall height</li> </ul>                                                                                                                                                                                                                               |  | 2'                                                                                                                                                                                                                                                          |  |
| <ul style="list-style-type: none"> <li>• Minimum spacing between wall sections – Outside Dimensions</li> </ul>                                                                                                                                                                                               |  | 5'                                                                                                                                                                                                                                                          |  |
|                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                             |  |
|                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                             |  |
|                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                             |  |
|                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                             |  |
|                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                             |  |
| <b>Perimeter and Retaining Walls</b>                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                             |  |
| <ul style="list-style-type: none"> <li>• Max. Overall Height</li> </ul>                                                                                                                                                                                                                                      |  | 12' Exterior - 14' Interior                                                                                                                                                                                                                                 |  |
| <ul style="list-style-type: none"> <li>• Max. Perimeter Wall Height</li> </ul>                                                                                                                                                                                                                               |  | 6' – 12'                                                                                                                                                                                                                                                    |  |
| <ul style="list-style-type: none"> <li>• Max. Retaining Wall Height</li> </ul>                                                                                                                                                                                                                               |  | 6' Exterior - 8' Interior                                                                                                                                                                                                                                   |  |
| <ul style="list-style-type: none"> <li>• Max. Pilaster Height</li> </ul>                                                                                                                                                                                                                                     |  | 18"                                                                                                                                                                                                                                                         |  |
| <ul style="list-style-type: none"> <li>• Contrasting Material</li> </ul>                                                                                                                                                                                                                                     |  | 20%                                                                                                                                                                                                                                                         |  |
| <b>Perimeter and Retaining Walls Standard Stepback</b>                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                             |  |
| <ul style="list-style-type: none"> <li>• Max. Primary Wall Height</li> </ul>                                                                                                                                                                                                                                 |  | 6' – 12' Exterior / 6'-14' Interior                                                                                                                                                                                                                         |  |
| <ul style="list-style-type: none"> <li>• Max. Secondary Wall Height</li> </ul>                                                                                                                                                                                                                               |  | 4'                                                                                                                                                                                                                                                          |  |



| STANDARD                                                                                                | Skye R – 1 STANDARDS   |
|---------------------------------------------------------------------------------------------------------|------------------------|
| Housing Types                                                                                           | Single Family Detached |
| <ul style="list-style-type: none"><li>Min. spacing between wall sections – Inside Dimensions</li></ul>  | 4'                     |
| <ul style="list-style-type: none"><li>Max. Pilaster Height</li></ul>                                    | 18"                    |
| <ul style="list-style-type: none"><li>Min. spacing between wall sections – Outside Dimensions</li></ul> | 5'                     |

\*Casita may include a kitchenette in which no oven and cook-top are provided.

## Skye R-CL Single Family Compact Lot District

| STANDARD                                                                                                                                                                                                                                                                     | Skye R – CL STANDARDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                | Single Family Detached (Conventional, Cluster or Alley Configurations)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Skye Canyon Land Use Category                                                                                                                                                                                                                                                | L, ML, ML-A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Minimum Lot Size s.f.                                                                                                                                                                                                                                                        | Conventional: 2,000<br>Cluster or Alley: 2,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Dwelling Units per Lot                                                                                                                                                                                                                                                       | Conventional: 1<br>Cluster or Alley: 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Min. Lot Width                                                                                                                                                                                                                                                               | Conventional: 26'<br>Cluster or Alley: 26'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>MINIMUM SETBACKS</b><br><i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams &amp; Exhibit 2 for Cluster Plotting Diagrams. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Main Building</b>                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <ul style="list-style-type: none"> <li>Front</li> </ul>                                                                                                                                                                                                                      | <p><b>From Interior Street</b><br/> 3' to Second Story Living over Garage<br/> 5' to Porch<br/> 10' to Single Story Living<br/> 14' to Second Story Living<br/> &lt;5' or 18'+ to face of Garage Door <sup>1</sup></p> <p><b>From Court Street or Drive Aisle</b><br/> 3' to Second Story Living over Garage<br/> 3' to Porch<br/> 5' to Single Story Living<br/> 5' to Second Story Living<br/> &lt;5' or 18'+ to face of Garage Door <sup>1</sup></p> <p><b>From Paseo or Common Open Space</b><br/> 0' to Porch<br/> 0' to Single Story Living<br/> 0' to Second Story Living</p>                                                                                                                                                                                                                                                                  |
| <ul style="list-style-type: none"> <li>Side</li> </ul>                                                                                                                                                                                                                       | 6' (combined both sides)<br>The side yard setbacks may be configured in any manner that conforms to the International Building Code and results in maintaining the total side yard setback width required on each lot. Reciprocal Use and Maintenance Easements are permitted where a portion of one lot is used for the exclusive use and enjoyment of an adjoining lot. In such cases the minimum distance between structures shall be 6'. When Reciprocal Use Easements are used, an Optional HOA Easement may be established for front and side yard areas. Any improvements within the HOA Easement area must be approved by the HOA. Structural elements such as patio covers, balconies, decks, trellises, outdoor fireplaces or other similar elements shall not encroach beyond the Property Line of the unit it serves. Refer to Exhibit 3. |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                | 5' to Porch, Portico or similar element<br>10' to Living                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <ul style="list-style-type: none"> <li>Rear (with No Alley)</li> </ul>                                                                                                                                                                                                       | 5'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <ul style="list-style-type: none"> <li>Rear (with Alley)</li> </ul>                                                                                                                                                                                                          | 3' to Second Story Living over Garage<br>3' to Porch<br>5' to Single Story Living<br>5' to Second Story Living<br><5' or 18'+ to face of Garage Door <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



| STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Skye R – CL STANDARDS                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Single Family Detached (Conventional, Cluster or Alley Configurations)                                                                                                                              |
| <b>Detached Accessory Structures</b><br>(Detached Accessory Structures are allowed on lots 3,500 square feet and larger only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                     |
| • Front                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Same as Main Building                                                                                                                                                                               |
| • Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3'                                                                                                                                                                                                  |
| • Corner Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10'                                                                                                                                                                                                 |
| • Rear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3'                                                                                                                                                                                                  |
| • Min. Separation to Main Bldg.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6'                                                                                                                                                                                                  |
| • Size and Coverage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Not to exceed 50% of the floor area of the principal dwelling unit                                                                                                                                  |
| <b>Rear Patio Cover, Sundeck, Balcony</b><br><i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i><br><i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i><br><i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i> |                                                                                                                                                                                                     |
| • Rear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5' to post or edge of sundeck or balcony<br>3' to roof overhang                                                                                                                                     |
| • Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5' to post or edge of sundeck or balcony<br>3' to roof overhang                                                                                                                                     |
| • Corner Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5' to post or edge of sundeck or balcony<br>3' to roof overhang                                                                                                                                     |
| <b>Courtyard Walls</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                     |
| • From Interior Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2'                                                                                                                                                                                                  |
| • From Court Street, Drive Aisle or Alley                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2'                                                                                                                                                                                                  |
| • From Paseo or Common Open Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0'                                                                                                                                                                                                  |
| Min. Distance Between Buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6' between principal structures                                                                                                                                                                     |
| <b>Max. Lot Coverage</b><br><i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>                                                                                                                                                                                                                                                                                                                                                                                                                        | 70%                                                                                                                                                                                                 |
| <b>Max. Building Height (ft)</b><br><i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>                                                                                                                                                                                                                                                                                                                  | <b>Main Building</b><br>3 Stories max.;<br>38' max.<br><br><b>Accessory Structure</b><br>Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less |
| Parking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 unimpeded spaces per unit with at least one space in an enclosed garage                                                                                                                           |
| <b>Landscape Buffers and Turf Limitations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                     |
| • Minimum Zone Depths                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | • Adjacent to Right-of-Way: 6' or building setback, whichever is less<br>• Interior Lot Lines: 0'                                                                                                   |
| • Front Yard Area Turf Coverage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0%                                                                                                                                                                                                  |

| STANDARD                                                     |  | Skye R – CL STANDARDS                                                  |
|--------------------------------------------------------------|--|------------------------------------------------------------------------|
| Housing Types                                                |  | Single Family Detached (Conventional, Cluster or Alley Configurations) |
| <b>WALLS AND FENCES</b>                                      |  |                                                                        |
| <b>Front Yard Wall/Fence</b>                                 |  |                                                                        |
| • Max. primary wall height                                   |  | 5'                                                                     |
| • Max. solid wall base height                                |  | 2'                                                                     |
| • Max. Pilaster height                                       |  | 18"                                                                    |
| • Max. on-center distance between pilasters                  |  | Pilasters not required;<br>When provided, maximum spacing of 100'      |
| • Decorative Cap feature                                     |  | 5"                                                                     |
| <b>Front Yard Wall/Fence with Standard Stepback</b>          |  |                                                                        |
| • Max. secondary wall height                                 |  | 2'                                                                     |
| • Minimum spacing between wall sections – Outside Dimensions |  | 5'                                                                     |
|                                                              |  |                                                                        |
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|                                                              |  |                                                                        |
| <b>Perimeter and Retaining Walls</b>                         |  |                                                                        |
| • Max. Overall Height                                        |  | 12' Exterior - 14' Interior                                            |
| • Max. Perimeter Wall Height                                 |  | 6' – 12'                                                               |
| • Max. Retaining Wall Height                                 |  | 6' Exterior - 14' Interior                                             |
| • Max. Pilaster Height                                       |  | 18"                                                                    |
| • Contrasting Material                                       |  | 20%                                                                    |
| <b>Perimeter and Retaining Walls Standard Stepback</b>       |  |                                                                        |
| • Max. Primary Wall Height                                   |  | 6' – 12' Exterior / 6'-14' Interior                                    |
| • Max. Secondary Wall Height                                 |  | 4'                                                                     |
| • Min. spacing between wall sections – Inside Dimensions     |  | 4'                                                                     |
| • Max. Pilaster Height                                       |  | 18"                                                                    |
| • Min. spacing between wall sections – Outside Dimensions    |  | 5'                                                                     |

<sup>1</sup> 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.



## Skye R-TH Single Family Attached District

| STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Skye R – TH STANDARDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Single Family Attached Residences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Skye Canyon Land Use Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ML-A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Min. Lot Size s.f.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1,280                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| DU's per Lot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Min. Lot Width (ft)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 16'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>MINIMUM SETBACKS</b><br>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams and Exhibit 2 for Cluster Plotting Setback Diagrams. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the Residential Adjacency Standards described in the City of Las Vegas Unified Development Code, Section 19.06.040, Sub-section I.                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Main Buildings</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <ul style="list-style-type: none"> <li>Front</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <ul style="list-style-type: none"> <li><u>From Interior Street</u><br/>3' to Second Story Living over Garage<br/>5' to Porch<br/>8' to Single Story Living<br/>12' to Second Story Living<br/>&lt;5' or 18'+ to face of Garage Door <sup>1</sup></li> <li><u>From Court St. or Drive Aisle</u><br/>3' to Second Story Living over Garage<br/>3' to Porch<br/>5' to Single Story Living<br/>5' to Second Story Living<br/>&lt;5' or 18'+ to face of Garage Door <sup>1</sup></li> <li><u>From Paseo or Common Open Space</u><br/>0' to Porch<br/>0' to Single Story Living<br/>0' to Second Story Living</li> </ul> |
| <ul style="list-style-type: none"> <li>Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0' at common wall<br>3' at building end wall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 5'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li>Rear</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"> <li><u>Rear Yard with No Alley</u><br/>5'</li> <li><u>Rear Yard from Alley</u><br/>3' to Second Story Living over Garage (cantilevered)<br/>3' to Porch, Portico, Courtyard Wall or similar element<br/>5' to Single Story Living<br/>5' to Second Story Living<br/>&lt;5' or 18'+ to face of Garage Door <sup>1</sup></li> </ul>                                                                                                                                                                                                                                               |
| <b>Detached Accessory Structures</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <ul style="list-style-type: none"> <li>Min. Separation to Main Bldg.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 6'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li>Size and Coverage</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Not to exceed 50% of the floor area of the principal dwelling unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Rear Patio Cover, Sundeck, Balcony</b><br>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.<br><br>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.<br><br>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| STANDARD                                                                                                                                                                                                                                                                                                     | Skye R – TH STANDARDS                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                                                | Single Family Attached Residences                                                                                                                                                                             |
| <ul style="list-style-type: none"> <li>Rear</li> <li>Side</li> <li>Corner Side</li> </ul>                                                                                                                                                                                                                    | 5' to post or edge of sundeck or balcony<br>3' to roof overhang<br><br>5' to post or edge of sundeck or balcony<br>3' to roof overhang<br><br>5' to post or edge of sundeck or balcony<br>3' to roof overhang |
| <b>Courtyard Walls</b>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>From Interior Street</li> </ul>                                                                                                                                                                                                                                       | 2'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Court Street, Drive Aisle or Parking</li> </ul>                                                                                                                                                                                                                  | 2'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Paseo or Common Open Space</li> </ul>                                                                                                                                                                                                                            | 0'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Parcel Boundary Adjacent to Perimeter Street</li> </ul>                                                                                                                                                                                                          | 10'                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>From Adjacent Parcel PL</li> </ul>                                                                                                                                                                                                                                    | 10'                                                                                                                                                                                                           |
| <b>Min. Distance Between Buildings</b><br><i>(Primary Walls are those walls which contain the primary glazing and/or private outdoor space per unit. All other elevations are considered Secondary Walls.)</i>                                                                                               | 6'                                                                                                                                                                                                            |
| <b>Max. Lot Coverage</b><br><i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>                                                                                                  | 95%                                                                                                                                                                                                           |
| <b>Max. Building Height</b><br><i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i> | <b>Main Building</b><br>3 stories max.;<br>45 feet max.<br><br><b>Accessory Structure</b><br>Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less       |
| Parking                                                                                                                                                                                                                                                                                                      | 1 unimpeded space per dwelling unit, plus 1 guest parking space per 6 units                                                                                                                                   |
| <b>Landscape Buffers and Turf Limitations</b>                                                                                                                                                                                                                                                                |                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Minimum Zone Depths</li> </ul>                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>Adjacent to Right-of-Way: 6' or building setback, whichever is less</li> <li>Interior Lot Lines: 0'</li> </ul>                                                         |
| <ul style="list-style-type: none"> <li>Parking Lot Screening</li> </ul>                                                                                                                                                                                                                                      | Screening from adjacent roadways shall be provided                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Turf Coverage</li> </ul>                                                                                                                                                                                                                                              | 0%                                                                                                                                                                                                            |
| <b>WALLS AND FENCES</b>                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                               |
| <b>Front Yard Wall/Fence</b>                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Max. primary wall height</li> </ul>                                                                                                                                                                                                                                   | 5'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Max. solid wall base height</li> </ul>                                                                                                                                                                                                                                | 2'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Max. Pilaster height</li> </ul>                                                                                                                                                                                                                                       | 18"                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>Max. on-center distance between pilasters</li> </ul>                                                                                                                                                                                                                  | Pilasters not required;<br>When provided, maximum spacing of 100'                                                                                                                                             |
| <ul style="list-style-type: none"> <li>Decorative Cap feature</li> </ul>                                                                                                                                                                                                                                     | 5"                                                                                                                                                                                                            |



| STANDARD                                                     | Skyl R – TH STANDARDS                              |
|--------------------------------------------------------------|----------------------------------------------------|
| Housing Types                                                | Single Family Attached Residences                  |
| <b>Front Yard Wall/Fence with Standard Stepback</b>          |                                                    |
| • Max. secondary wall height                                 | 2'                                                 |
| • Minimum spacing between wall sections – Outside Dimensions | 5'                                                 |
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|                                                              |                                                    |
| <b>Perimeter and Retaining Walls with Slopes</b>             |                                                    |
| • Max. Overall Height                                        | 12' Exterior - 14' Interior                        |
| • Max. Perimeter Wall Height                                 | 6' -12'                                            |
| • Max. Retaining Wall Height                                 | 6' Exterior - 8' Interior                          |
| • Max. Pilaster Height                                       | 18"                                                |
| • Contrasting Material                                       | 20%                                                |
| <b>Perimeter and Retaining Walls Standard Stepback</b>       |                                                    |
| • Max. Primary Wall Height                                   | 6' - 12' Exterior / 6' - 14' Interior <sup>1</sup> |
| • Max. Secondary Wall Height                                 | 4'                                                 |
| • Min. spacing between wall sections – Inside Dimensions     | 4'                                                 |
| • Max. Pilaster Height                                       | 18"                                                |
| • Min. spacing between wall sections – Outside Dimensions    | 5'                                                 |

<sup>1</sup> 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

## Skye R-2 Medium-Low Density Residential District

| STANDARD                                                                                                                                                                                                                                                                               | Skye R - 2 STANDARDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                          | Single Family Detached, Duplex & Townhome Units<br>(Conventional, Cluster or Alley configurations)                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Skye Canyon Land Use Category                                                                                                                                                                                                                                                          | L, ML, ML-A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Minimum Lot Size s.f.                                                                                                                                                                                                                                                                  | Conventional: 2,000<br>Cluster or Alley: 2,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Units per Gross Acre                                                                                                                                                                                                                                                                   | 6-12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Min. Lot Width                                                                                                                                                                                                                                                                         | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>MINIMUM SETBACKS</b><br><i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams &amp; Exhibit 2 for Cluster Plotting Diagrams.</i><br><i>All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Main Building</b>                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Front</li> </ul>                                                                                                                                                                                                                                | <b>From Interior Street</b><br>3' to Second Story Living over Garage<br>5' to Porch<br>10' to Single Story Living<br>14' to Second Story Living<br><5' or 18'+ to face of Garage Door <sup>1</sup><br><br><b>From Court Street or Drive Aisle</b><br>3' to Second Story Living over Garage<br>3' to Porch<br>5' to Single Story Living<br>5' to Second Story Living<br><5' or 18'+ to face of Garage Door <sup>1</sup><br><br><b>From Paseo or Common Open Space</b><br>0' to Porch<br>0' to Single Story Living<br>0' to Second Story Living |
| <ul style="list-style-type: none"> <li>Side</li> </ul>                                                                                                                                                                                                                                 | 0' at common wall<br>3' at building end wall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                          | 5'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Rear</li> </ul>                                                                                                                                                                                                                                 | <b>Rear Yard with No Alley</b><br>5'<br><br><b>Rear Yard with Alley</b><br>3' to Second Story Living over Garage (cantilevered)<br>3' to Porch<br>5' to Single Story Living<br>5' to Second Story Living<br><5' or 18'+ to face of Garage Door <sup>1</sup>                                                                                                                                                                                                                                                                                   |
| <b>Detached Accessory Structures</b>                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Front</li> </ul>                                                                                                                                                                                                                                | Same as Main Building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <ul style="list-style-type: none"> <li>Side</li> </ul>                                                                                                                                                                                                                                 | 3'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                          | 5'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Rear</li> </ul>                                                                                                                                                                                                                                 | 3'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Min. Separation to Main Bldg.</li> </ul>                                                                                                                                                                                                        | 6'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Size and Coverage</li> </ul>                                                                                                                                                                                                                    | Not to exceed 50% of the floor area of the principal dwelling unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



| STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Skye R - 2 STANDARDS                                                                                                                                                                                          |
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| Housing Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Single Family Detached, Duplex & Townhome Units<br>(Conventional, Cluster or Alley configurations)                                                                                                            |
| <b>Rear Patio Cover, Sundeck, Balcony</b><br><i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i><br><i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i><br><i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i> |                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Rear</li> <li>Side</li> <li>Corner Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 5' to post or edge of sundeck or balcony<br>3' to roof overhang<br><br>5' to post or edge of sundeck or balcony<br>3' to roof overhang<br><br>5' to post or edge of sundeck or balcony<br>3' to roof overhang |
| <b>Courtyard Walls</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>From Interior Street</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Court Street, Drive Aisle or Alley</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Paseo or Common Open Space</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2'                                                                                                                                                                                                            |
| Min. Distance Between Buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6'                                                                                                                                                                                                            |
| <b>Max. Lot Coverage</b><br><i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>                                                                                                                                                                                                                                                                                                                                                                                                                        | NA                                                                                                                                                                                                            |
| <b>Max. Building Height</b><br><i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>                                                                                                                                                                                                                                                                                                                       | <b>Main Building</b><br>3 Stories max.;<br>38' max.<br><br><b>Accessory Structure</b><br>Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less           |
| <b>Parking</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2 unimpeded spaces per unit with at least one space in an enclosed garage                                                                                                                                     |
| <b>Landscape Buffers and Turf Limitations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Minimum Zone Depths</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Adjacent to Right-of-Way: 6' or building setback whichever is less</li> <li>Interior Lot Lines: 0'</li> </ul>                                                          |
| <ul style="list-style-type: none"> <li>Front Yard Area Turf Coverage</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0%                                                                                                                                                                                                            |
| <b>WALLS AND FENCES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                               |
| <b>Front Yard Wall/Fence</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Max. primary wall height</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 5'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Max. solid wall base height</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2'                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Max. Pilaster height</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 18"                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>Max. on-center distance between pilasters</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Pilasters not required;<br>When provided, maximum spacing of 100'                                                                                                                                             |
| <ul style="list-style-type: none"> <li>Decorative Cap feature</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 5"                                                                                                                                                                                                            |

| STANDARD                                                     | Skye R - 2 STANDARDS                                                                               |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Housing Types                                                | Single Family Detached, Duplex & Townhome Units<br>(Conventional, Cluster or Alley configurations) |
| <b>Front Yard Wall/Fence with Standard Stepback</b>          |                                                                                                    |
| • Max. secondary wall height                                 | 2'                                                                                                 |
| • Minimum spacing between wall sections – Outside Dimensions | 5'                                                                                                 |
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|                                                              |                                                                                                    |
| <b>Perimeter and Retaining Walls with Slopes</b>             |                                                                                                    |
| • Max. Overall Height                                        | 12' Exterior - 14' Interior                                                                        |
| • Max. Perimeter Wall Height                                 | 6' - 12'                                                                                           |
| • Max. Retaining Wall Height                                 | 6' Exterior - 8' Interior                                                                          |
| • Max. Pilaster Height                                       | 18"                                                                                                |
| • Contrasting Material                                       | 20%                                                                                                |
| <b>Perimeter and Retaining Walls Standard Stepback</b>       |                                                                                                    |
| • Max. Primary Wall Height                                   | 6' - 12' Exterior / 6' -14' Interior                                                               |
| • Max. Secondary Wall Height                                 | 4'                                                                                                 |
| • Min. spacing between wall sections – Inside Dimensions     | 4'                                                                                                 |
| • Max. Pilaster Height                                       | 18"                                                                                                |
| • Min. spacing between wall sections – Outside Dimensions    | 5'                                                                                                 |
|                                                              |                                                                                                    |

<sup>1</sup>12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.



## Skyl R-3 Medium Density Residential

| STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Skyl R – 3 STANDARDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Duplex And Townhome Units (Conventional, Cluster or Alley configurations)<br>And Medium Density Apartments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Skyl Canyon Land Use Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ML-A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Min. Lot Size s.f.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Duplex and Townhome Units</b><br>Conventional: 1,800<br>Cluster or Alley: 1,800<br><br><b>Medium Density Apartments</b><br>No Minimum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| DU's per Gross Ac.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 13-50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Min. Lot Width (ft)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>MINIMUM SETBACKS</b><br><i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams, Exhibit 2 for Cluster Plotting Setback Diagrams and Exhibit 4 for Medium Density Apartment Setback Diagram. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the City of Las Vegas Unified Development Code Residential Adjacency Standards described in Section 19.06.040, Sub-section I.</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Main Buildings</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>Front</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Duplex and Townhome Units</b> <ul style="list-style-type: none"> <li><u>From Interior Street</u><br/>3' to Second Story Living over Garage<br/>5' to Porch<br/>8' to Single Story Living<br/>10' to Second Story Living<br/>&lt;5' or 18'+ to face of Garage Door <sup>1</sup></li> <li><u>From Court St. or Drive Aisle</u><br/>3' to Second Story Living over Garage<br/>3' to Porch<br/>5' to Single Story Living<br/>5' to Second Story Living<br/>&lt;5' or 18'+ to face of Garage Door <sup>1</sup></li> <li><u>From Interior Paseo or Interior Common Open Space</u><br/>0' to Porch<br/>0' to Single Story Living<br/>0' to Second Story Living</li> </ul> <b>Medium Density Apartments</b><br>10' |
| <ul style="list-style-type: none"> <li>Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Duplex and Townhome Units</b><br>0' at common wall<br>3' at building end wall<br><br><b>Medium Density Apartments</b><br>5'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Duplex and Townhome Units</b><br>5'<br><br><b>Medium Density Apartments</b><br>5'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Skye R – 3 STANDARDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Duplex And Townhome Units (Conventional, Cluster or Alley configurations)<br>And Medium Density Apartments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <ul style="list-style-type: none"> <li>Rear</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Duplex and Townhome Units</b> <ul style="list-style-type: none"> <li><u>Rear Yard with No Alley</u><br/>5'</li> <li><u>Rear Yard from Alley</u><br/>3' to Second Story Living over Garage (cantilevered)<br/>3' to Porch, Portico, Courtyard Wall or similar element<br/>5' to Single Story Living<br/>5' to Second Story Living<br/>&lt;5' or 18'+ to face of Garage Door <sup>1</sup></li> </ul> <b>Medium Density Apartments</b> <ul style="list-style-type: none"> <li><u>From common Property Line between two adjacent parcels:</u><br/>10' to Porch<br/>10' to Living</li> <li><u>From Property Line adjacent to Community Open Space</u><br/>10' to Porch<br/>10' to Living</li> </ul> |
| <b>Accessory Structures</b><br><i>Accessory structures for R-3 Medium Density Apartment housing types may include but are not limited to leasing offices, pool buildings and cabanas, pool equipment buildings, clubhouse and recreation buildings, detached garages and storage buildings, and other similar structures that are customary for R-3 Medium Density housing types. Kitchen facilities for catering purposes only are allowed.</i>                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <ul style="list-style-type: none"> <li>Front</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Same as Main Building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <ul style="list-style-type: none"> <li>Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ul style="list-style-type: none"> <li>Rear</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ul style="list-style-type: none"> <li>Min. Separation to Main Bldg.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ul style="list-style-type: none"> <li>Size and Coverage</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Rear Patio Cover, Sundeck, Balcony</b><br><i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i><br><i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i><br><i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <ul style="list-style-type: none"> <li>Rear</li> <li>Side</li> <li>Corner Side</li> <li>Rear</li> <li>Side</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Duplex and Townhome Units</b><br>5' to patio cover post or edge of sundeck or balcony<br>3' to roof overhang<br><br>5' to patio cover post or edge of sundeck or balcony<br>3' to roof overhang<br><br>5' to patio cover post or edge of sundeck or balcony<br>3' to roof overhang<br><br><b>Medium Density Apartments</b><br>5' to patio cover post or edge of sundeck or balcony<br>3' to roof overhang<br><br>5' to patio cover post or edge of sundeck or balcony<br>3' to roof overhang                                                                                                                                                                                                   |



| STANDARD                                                                                                                                                                                                                                                                                                     | Skye R – 3 STANDARDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Types                                                                                                                                                                                                                                                                                                | Duplex And Townhome Units (Conventional, Cluster or Alley configurations)<br>And Medium Density Apartments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <ul style="list-style-type: none"> <li>Corner Side</li> </ul>                                                                                                                                                                                                                                                | 5' to patio cover post or edge of sundeck or balcony<br>3' to roof overhang                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Courtyard Walls</b>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <ul style="list-style-type: none"> <li>From Interior Street</li> </ul>                                                                                                                                                                                                                                       | 2'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Court Street, Drive Aisle or Parking</li> </ul>                                                                                                                                                                                                                  | 2'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Paseo or Common Open Space</li> </ul>                                                                                                                                                                                                                            | 0'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>From Parcel Boundary Adjacent to Perimeter Street in Med. Density Apartment sites.)</li> </ul>                                                                                                                                                                        | 10'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>From Adjacent Parcel PL in Med. Density Apartment sites</li> </ul>                                                                                                                                                                                                    | 10'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Min. Distance Between Buildings                                                                                                                                                                                                                                                                              | <b>Duplex and Townhome Units</b><br>6'<br><b>Medium Density Apartments</b><br>10'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Max. Lot Coverage</b><br><i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>                                                                                                  | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Max. Building Height</b><br><i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i> | <b>Main Building</b><br>5 Stories max.;<br>60' max.<br><br><b>Accessory Structure</b><br>Not to exceed 3 stories, 38 feet in height or the height of the principal dwelling unit, whichever is less                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Parking                                                                                                                                                                                                                                                                                                      | <b>Duplex and Townhome Units</b><br>2 unimpeded spaces per unit with at least one space in an enclosed garage, plus 1 guest space for every 6 units.<br><br>Project on-street parking can be counted toward guest parking requirement.<br><br><b>Medium Density Apartments</b><br>SR Apt: .75/unit<br>All others:<br>1 guest space for every 6 units,<br>plus<br>Studio & 1 BR 1.25/unit<br>2 BR 1.75/unit<br>3 BR & Above 2/unit<br><br>Project on-street parallel parking, if any, shall conform to UDC requirements and can be counted toward guest parking requirement. Adopted City of Las Vegas parallel parking space standards apply. |

| STANDARD                                                                                                   |  | Skye R – 3 STANDARDS                                                                                                                                 |
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| Housing Types                                                                                              |  | Duplex And Townhome Units (Conventional, Cluster or Alley configurations)<br>And Medium Density Apartments                                           |
| Landscape Buffers and Turf Limitations                                                                     |  |                                                                                                                                                      |
| <ul style="list-style-type: none"><li>Minimum Zone Depths</li></ul>                                        |  | <ul style="list-style-type: none"><li>Adjacent to Right-of-Way : 10' or building setback, whichever is less</li><li>Interior Lot Lines: 6'</li></ul> |
| <ul style="list-style-type: none"><li>Turf Coverage</li></ul>                                              |  | Max. 30% of landscapable area                                                                                                                        |
| WALLS AND FENCES                                                                                           |  |                                                                                                                                                      |
| Front Yard Wall/Fence                                                                                      |  |                                                                                                                                                      |
| <ul style="list-style-type: none"><li>Max. primary wall height</li></ul>                                   |  | 5'                                                                                                                                                   |
| <ul style="list-style-type: none"><li>Max. solid wall base height</li></ul>                                |  | 2'                                                                                                                                                   |
| <ul style="list-style-type: none"><li>Max. Pilaster height</li></ul>                                       |  | 18"                                                                                                                                                  |
| <ul style="list-style-type: none"><li>Max. on-center distance between pilasters</li></ul>                  |  | Pilasters not required;<br>When provided, maximum spacing of 100'                                                                                    |
| <ul style="list-style-type: none"><li>Decorative Cap feature</li></ul>                                     |  | 5"                                                                                                                                                   |
| Front Yard Wall/Fence with Standard Stepback                                                               |  |                                                                                                                                                      |
| <ul style="list-style-type: none"><li>Max. secondary wall height</li></ul>                                 |  | 2'                                                                                                                                                   |
| <ul style="list-style-type: none"><li>Minimum spacing between wall sections – Outside Dimensions</li></ul> |  | 5'                                                                                                                                                   |
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<sup>1</sup> 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.



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## **Special Event**

The master planned community (hereinafter "Community") may offer certain events, activities, outings, gatherings and experiences (hereinafter "Special Events") for its residents and prospective buyers throughout the year within Community. It may be difficult for Master Developer to determine the demand for such Special Events and the trends in special event planning now and in the future. The Community may organize and offer Special Events including, but not limited to:

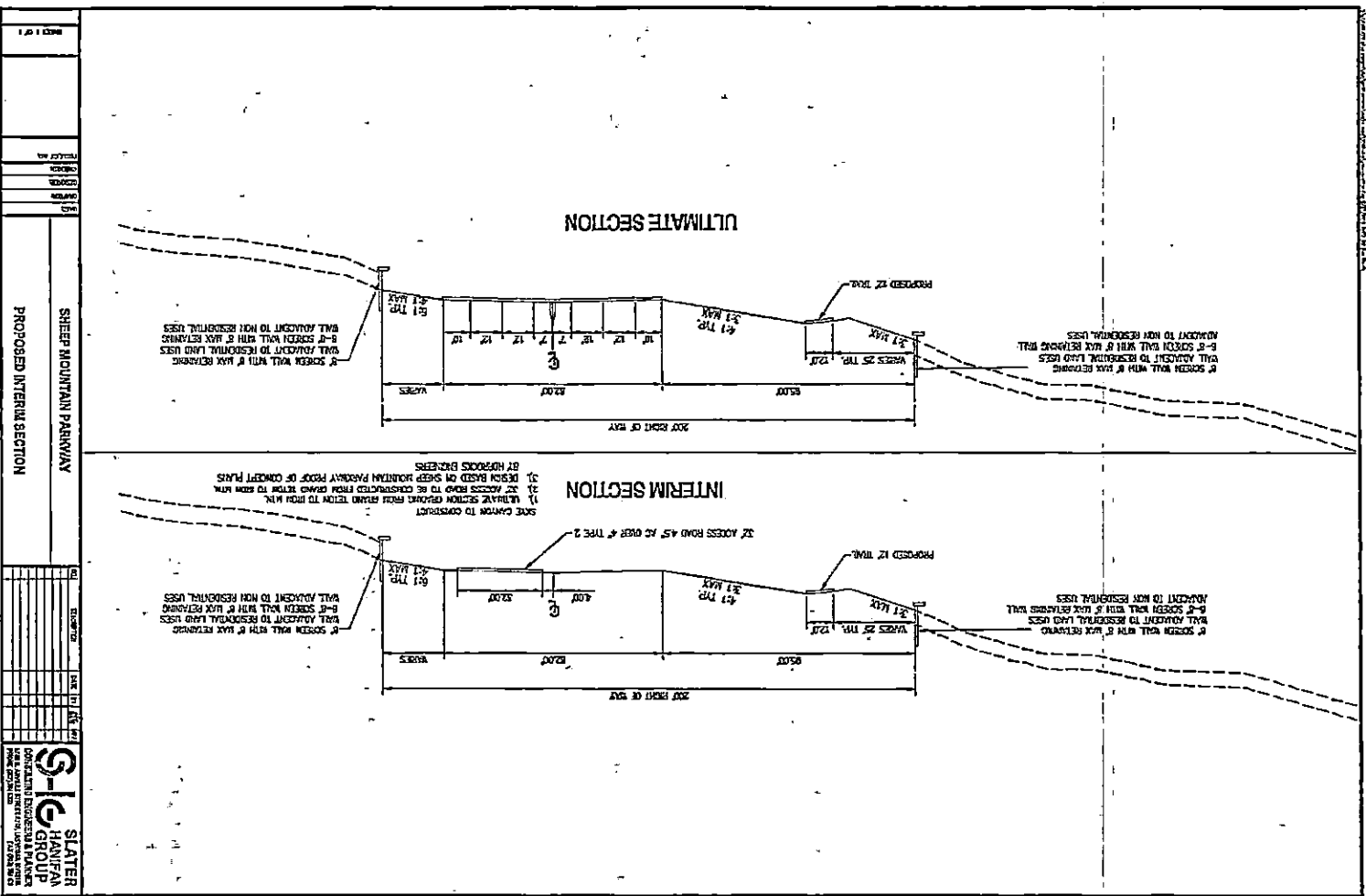
- Spring and Fall Movie Nights
- Seasonal Farmer's Markets on a monthly or bi-monthly basis
- Annual or Semi- Annual Festivals (food, music, seasonal, live theatre)
- Trail Runs and Road Races
- Athletic Challenges (biking, exercise, swimming, running, etc)
- Membership Parties

Prior to the commencement of any Special Event, the Community shall acquire permits and licenses as required by state and local authority.

## **Sheep Mountain Parkway Perimeter Walls**

Walls adjacent to Sheep Mountain Parkway within any zoning district are permitted to have retaining wall heights up to 8' and screen walls up to 8', for an overall height of 16'. Said walls are similar in nature to any perimeter wall within the Community and as such, the property owner is responsible for the maintenance of the portion of the wall on their side, and the side facing Sheep Mountain Parkway will be the responsibility of Skye Canyon Master Planned Community (or successor and assigns).





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## **Chapter 3.16 Environmental Standards**

All residential product builders within Skye Canyon Gateway shall meet the following requirements for all residential products.

### **A. Water Conservation**

1. Front yards shall be landscaped with trees, shrubs and ground cover. No living lawns are permitted. Artificial turf is allowed. Non-turf areas will include a minimum 2-inch layer of mulching material. If weed barrier fabric is used, it shall be permeable to air and water.
2. If rear yard landscaping is provided by builder, the lawn area shall be less than 50% of total landscape-able area of backyard, but not to exceed 1,000 square feet.
3. No builder installed ornamental water features at homes or in common areas are permitted
4. All irrigation systems, if properly operated and maintained, can sustain the landscape without creating flow or spray that leaves the property.
5. Builder installed irrigation systems shall have separate control zones (valves) for different plant and irrigation types.
6. Builder installed sprinkler heads in turf areas must extend 4" or higher. Only turf areas may use spray irrigation. Drip irrigation is required for planter beds.
7. Builder installed drip irrigation systems shall be equipped with pressure regulator, filter and flush end assembly.
8. Builder provided , irrigation controllers shall have the following minimum features: two or more programs, three or more start times, one minute incremental watering times, even/odd day scheduling, day interval scheduling, and be capable of accepting external soil moisture and/or rain sensors. An owner's manual for all irrigation controllers and other irrigation components posted adjacent to the irrigation controller will be required. An SNWA seasonal watering schedule for each zone posted at the controller will be required.
9. Even if no pool or spa is installed by the builder, all homes must be equipped to facilitate the draining of pool and spa water to the sanitary sewer. Each dwelling shall have an exterior sewer cleanout downstream of all other sewer connections for the structure and located inside an enclosure. Enclosures must be adequately sized and shaped to allow reasonable access to use tools to remove the cap from the pipe. The enclosure lid must be clearly and permanently marked "SEWER" and "POOL DRAIN".
10. Pool and spa water surface areas will be deducted from the maximum allowable turf area described above.
11. Pools may not feature decorative water features that drop or propel water more than 24 inches above the main water surface.
12. Builders shall install only high efficiency plumbing fixtures including 1.28 gallon flush toilets, 2.2 gpm kitchen faucets, 1.5 gpm bathroom faucets, 2.5 gpm shower heads

13. Builder installed dishwashers shall be high efficiency dishwashers at 6.0 gal or less per normal cycle if provided.
14. Builder installed washing machines shall be high efficiency washing machine with Water Factor (WF) of 6.0 or less if provided.

#### **B. Energy Conservation**

The Developer shall provide for third party inspection of residential home insulation and HVAC duct installation according to the provisions of this section. The third party inspectors shall randomly inspect 10% of all homes constructed each year by all builders within Skye Canyon Gateway. At a minimum the homes shall be inspected for proper installation of insulation and that ducts are sealed. The inspectors shall provide written inspection reports to the Developer, Builder and the City. The Developer shall provide to the City and Builders the insulation and HVAC duct sealing standards for Skye Canyon and the details of the inspection program prior to commencing residential construction. At a minimum, the standards shall meet or exceed current Building Code standards. Any Builder product that is Energy Star certified or similarly approved alternative shall be exempt from these inspection requirements.

#### **C. Solid Waste Disposal**

The Developer will meet with Republic Services or the City's contractor for solid waste removal at that time, and arrange a program for all of Skye Canyon Gateway to have trash removal on a once a week basis and recycling pick up on a once a week basis. The Developer shall create a program to inform all Skye Canyon Gateway home buyers of this solid waste and recyclables program.

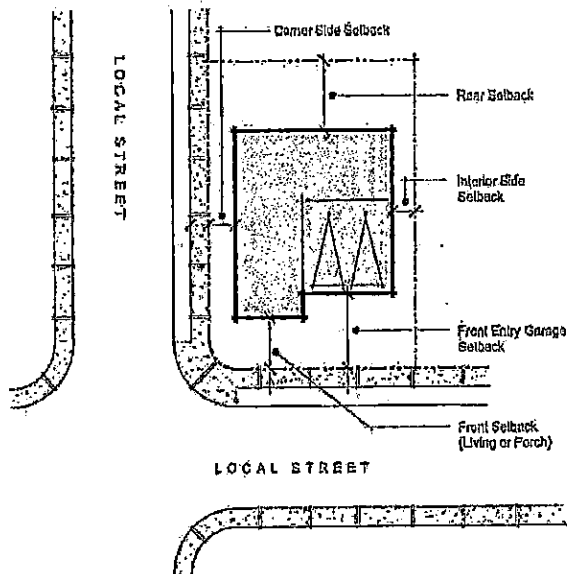
#### **D. Required Homebuyers Options**

The Developer shall require and the residential Builders shall provide all homebuyers the option of purchasing any or all of the following on all single family detached homes and where possible on attached residential product;

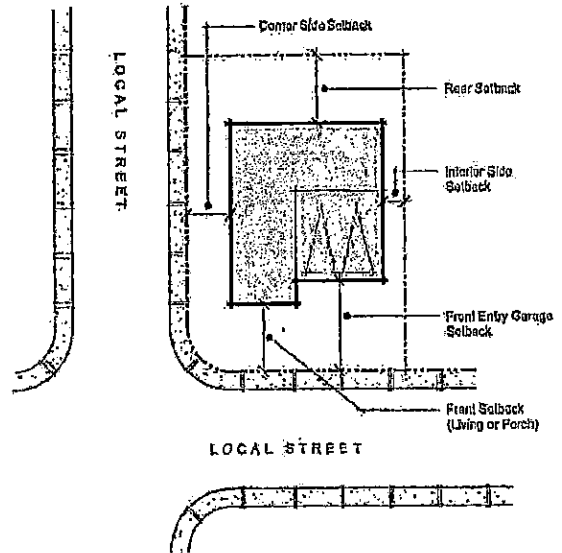
- ìò Energy Star Certified Homes or similarly approved alternative
- ìò Solar water heaters or tankless water heater(s)
- ìò Compact fluorescent lighting or LED lighting
- ìò Indoor motion sensing lighting
- ëò Photovoltaic solar panels and net metering systems or solar "ready" electrical system
- êò Energy Star appliances



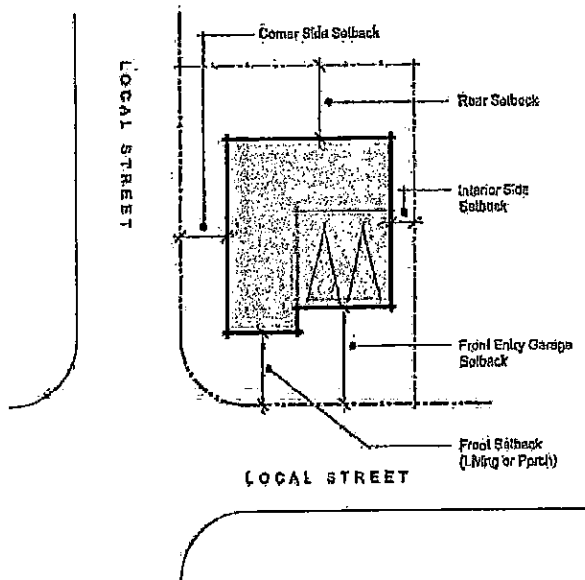
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME  
Detached Sidewalk



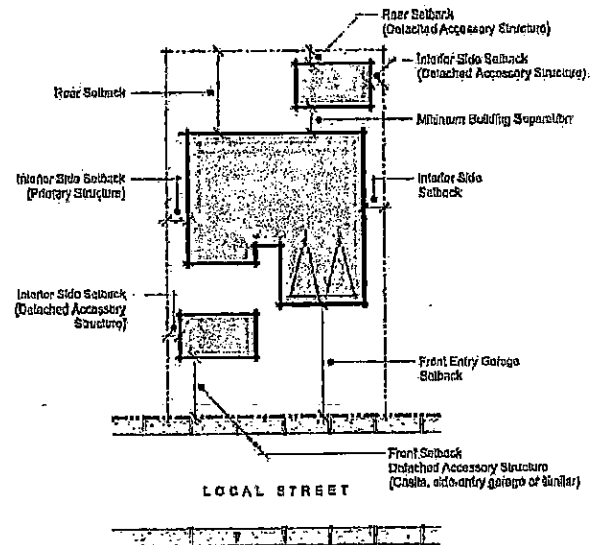
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME  
Attached Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME  
No Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME  
Detached Accessory Structure

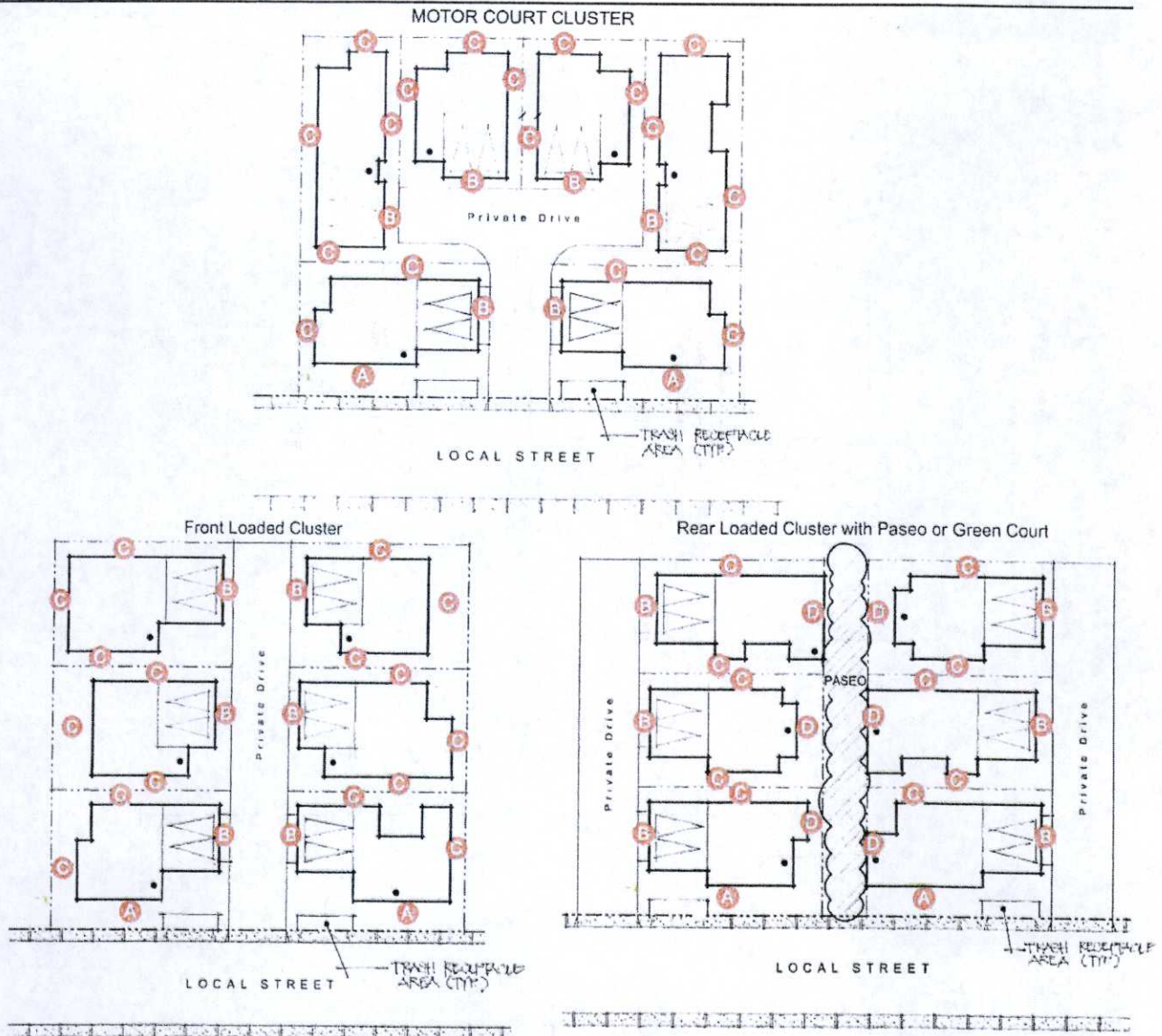


NOTES:

- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and Modified Standards Table, then Modified Standards Table shall prevail.
- All setbacks measured from property line unless otherwise noted.

Exhibit 1

SETBACK DIAGRAM



**Legend:**

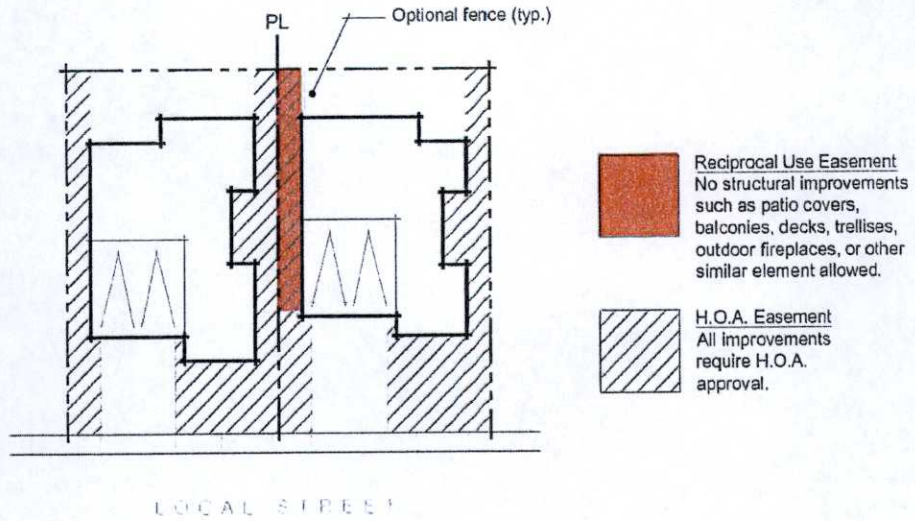
- A. Setback from street regardless of unit entry or garage location.
- B. Setback from private drive regardless of unit entry or garage location.
- C. Side or Rear Setback. (Each unit shall have at least one rear setback.)
- D. Setback from paseo, green court or other common open space.

**Notes: (Notwithstanding any other language to the contrary in the design guidelines or the Agreement)**

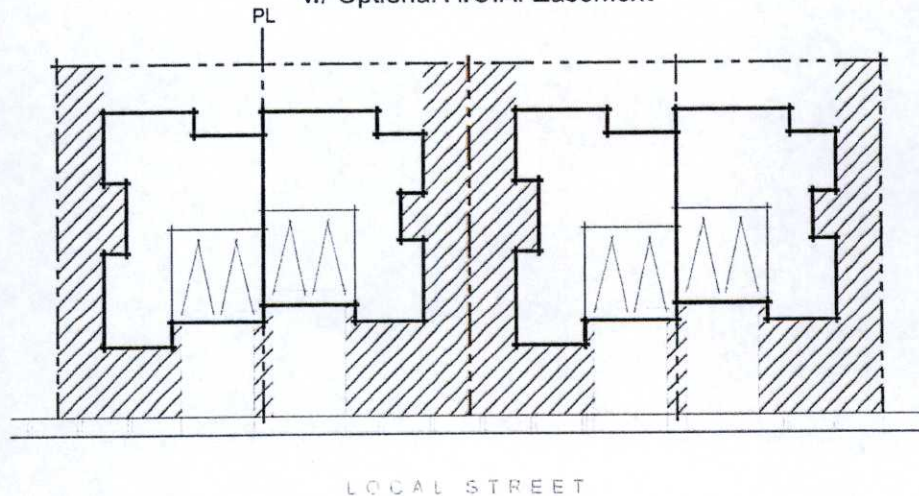
- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and the Modified Standards Table, then the Modified Standards Table shall prevail.
- All setbacks measured from property line unless otherwise noted.
- A maximum of 6 units allowed per cluster.
- Motor Court Cluster houses must be sprinklered.
- Private drives as indicated require a minimum of 24 feet clear width and shall be posted as fire lanes.



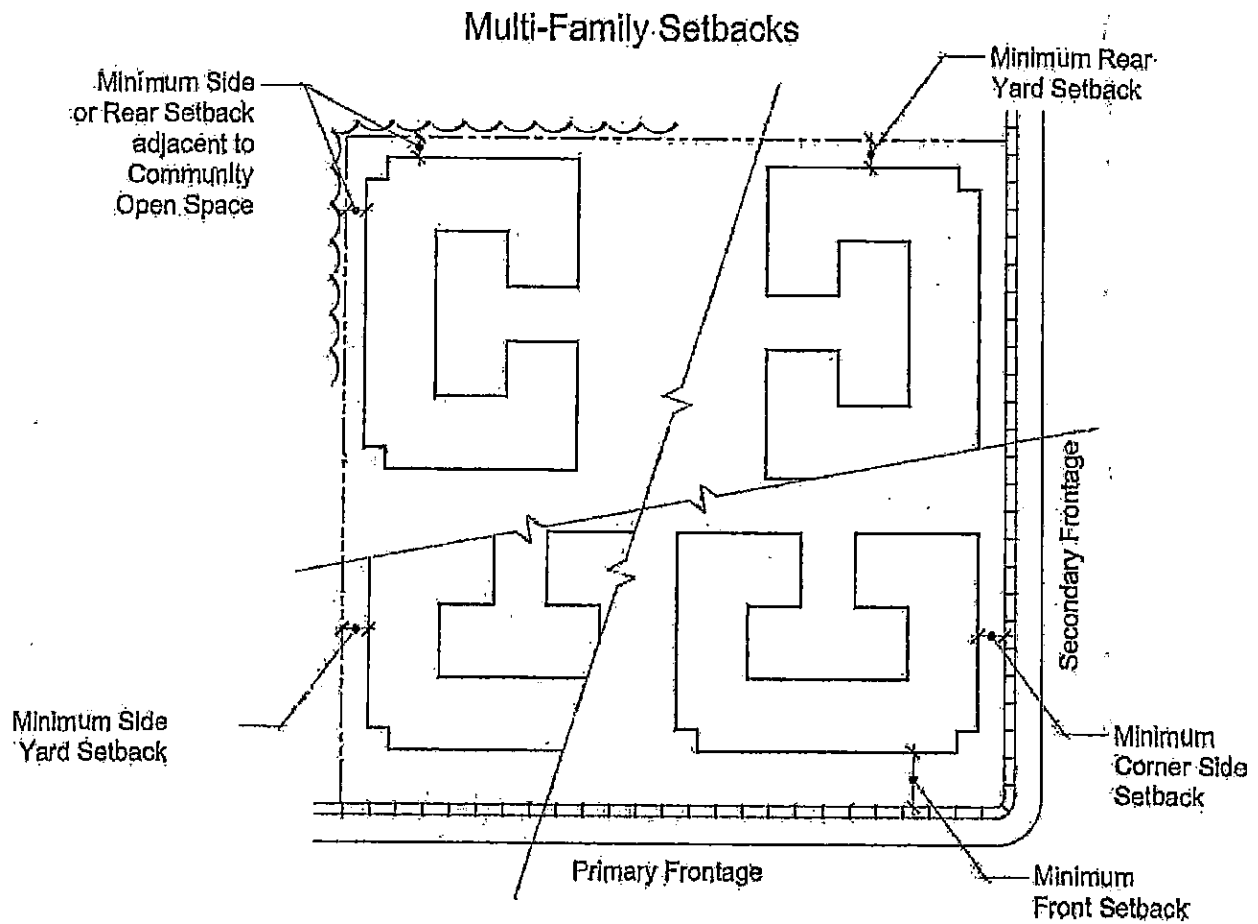
### Reciprocal Use Easement Diagram



### Fee Simple Duplex w/ Optional H.O.A. Easement



**Optional H.O.A. Easement**  
All improvements require  
H.O.A. approval.

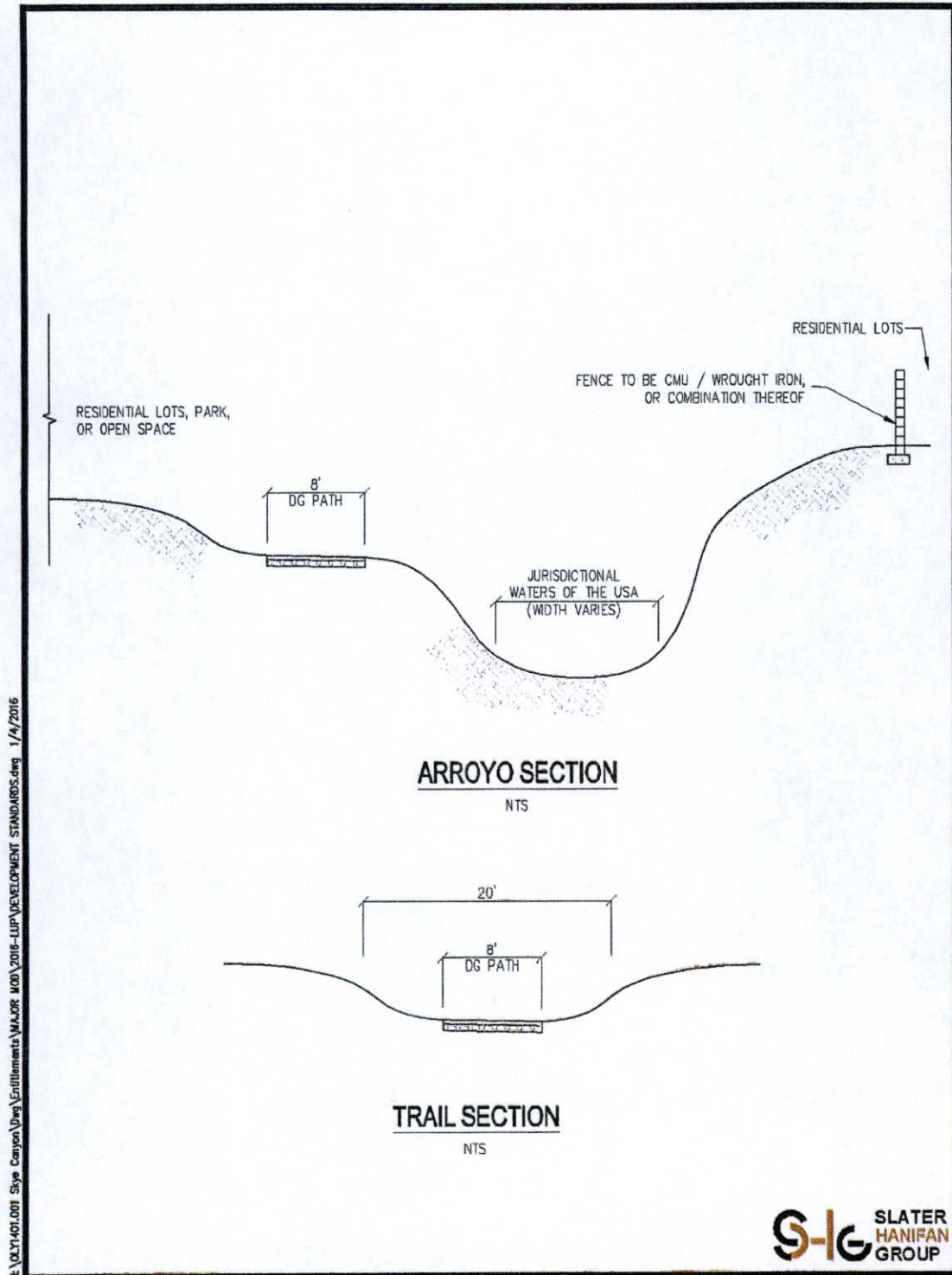


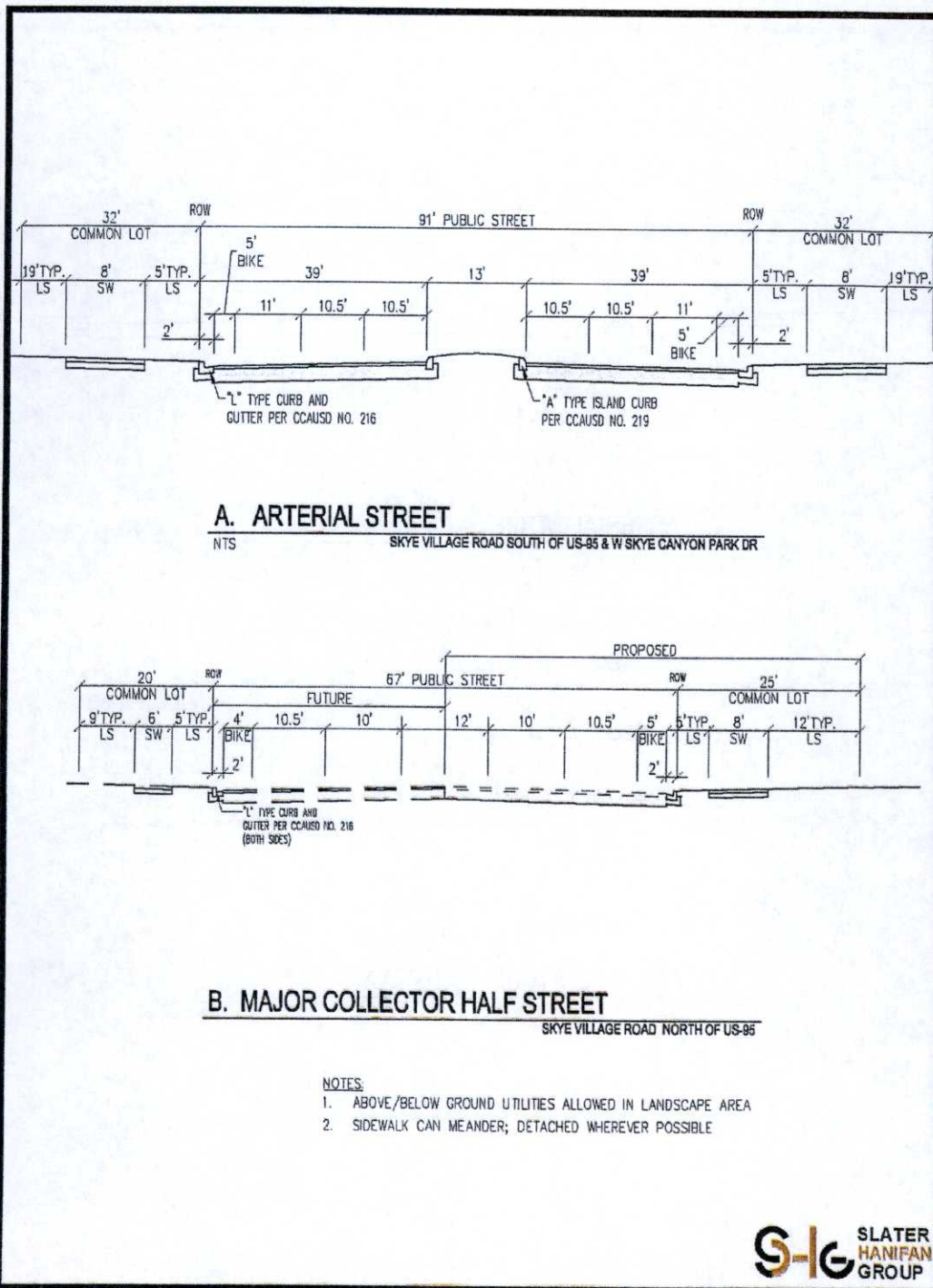
**NOTES:**

- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and Modified Standards Table, then Modified Standards Table shall prevail.
- All setbacks measured from PL unless otherwise noted.

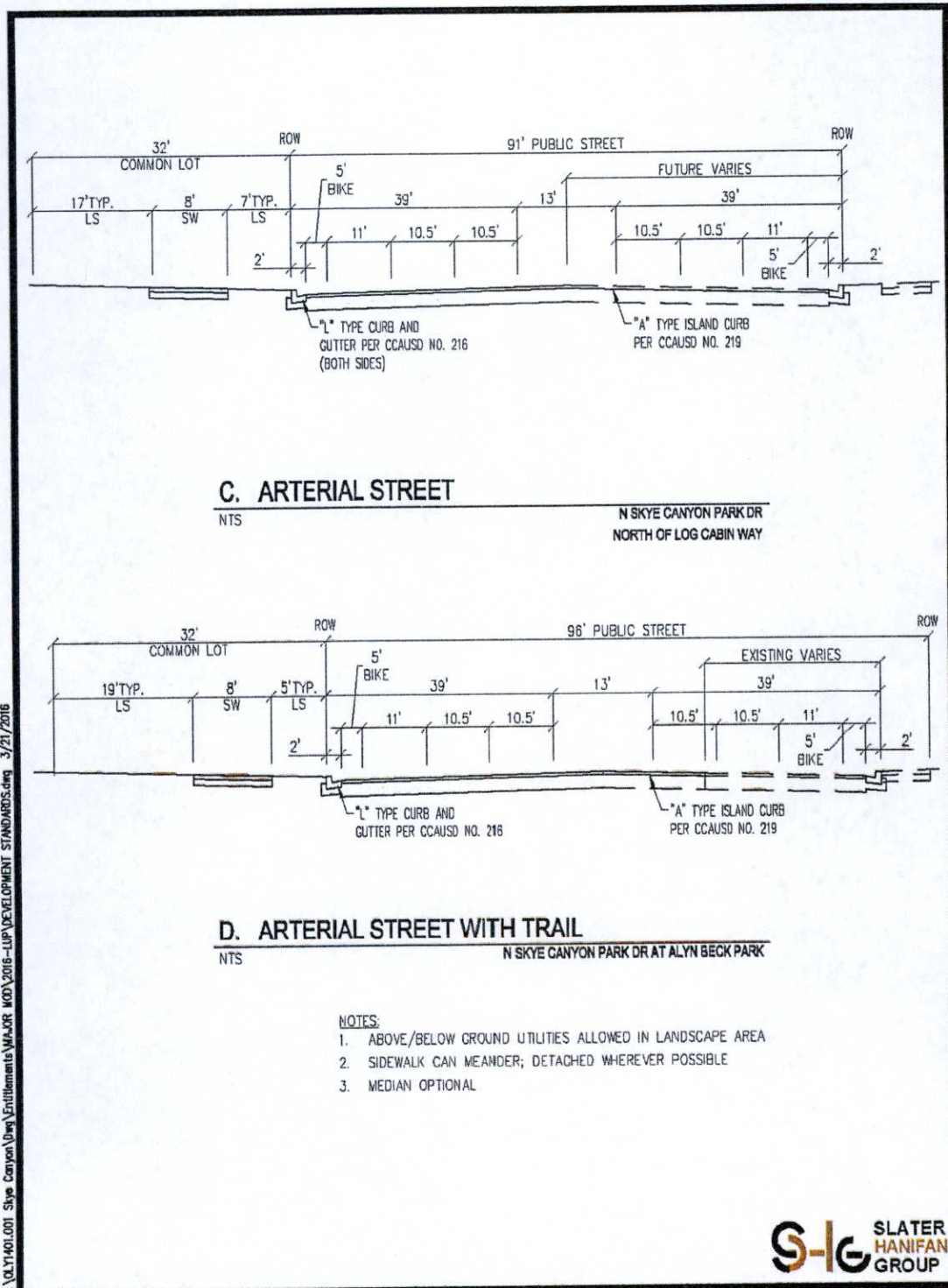
Exhibit 4  
**MEDIUM AND HIGH DENSITY  
APARTMENT SETBACK DIAGRAM**

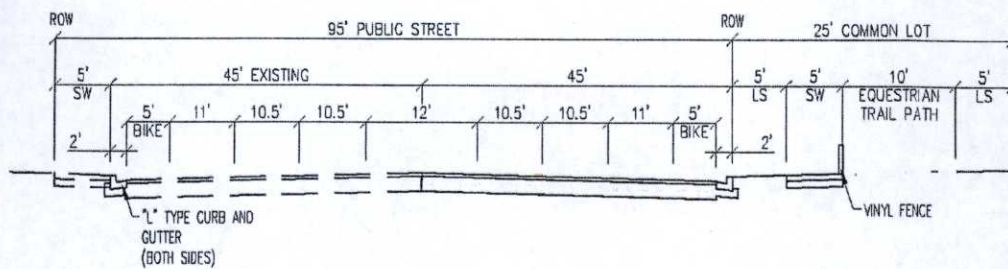












### E. ARTERIAL STREET WITH EQUESTRIAN TRAIL

NTS

GRAND TETON DR

#### NOTES

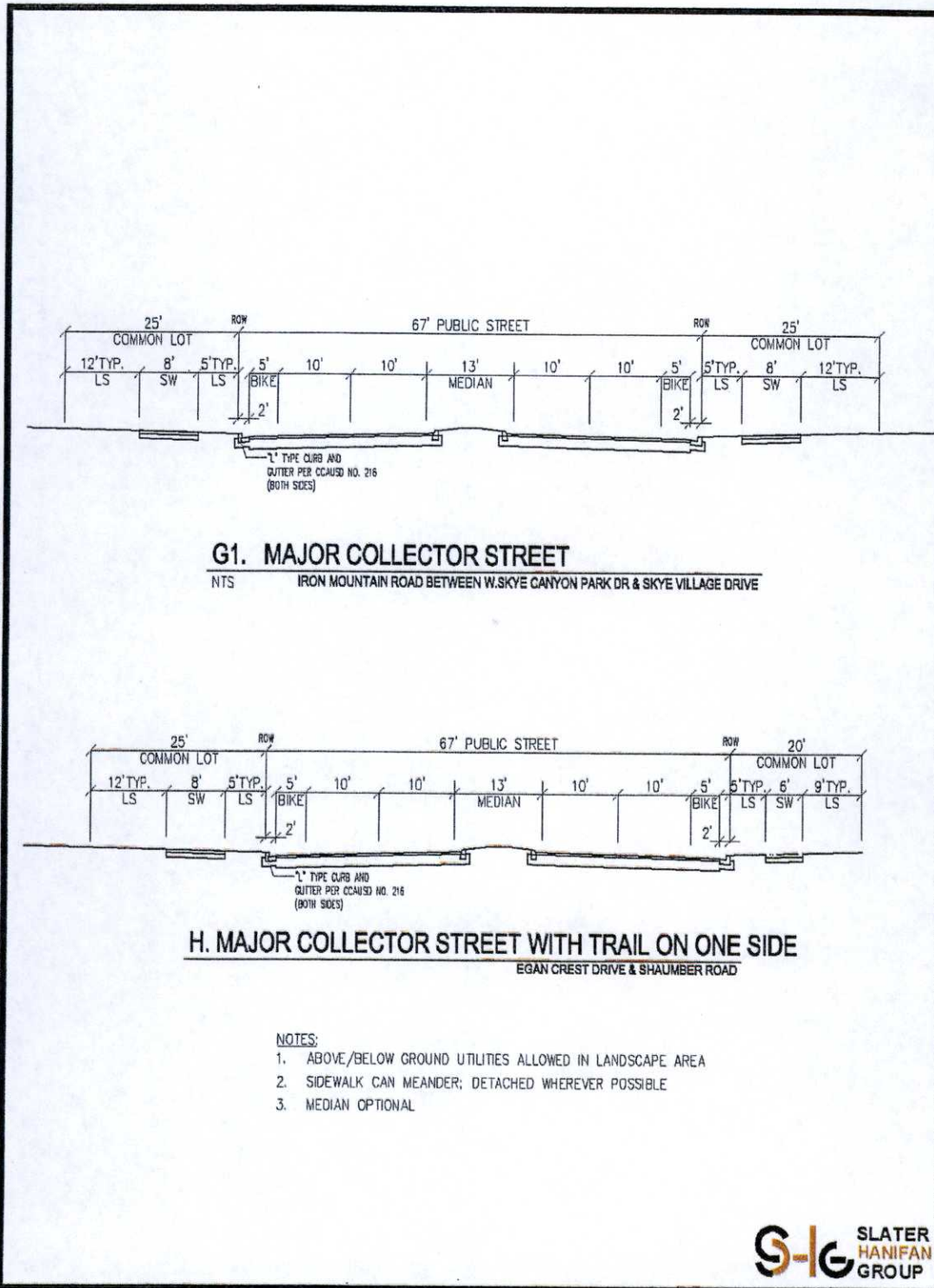
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. CITY TO MAINTAIN EQUESTRIAN TRAIL
4. MEDIAN OPTIONAL

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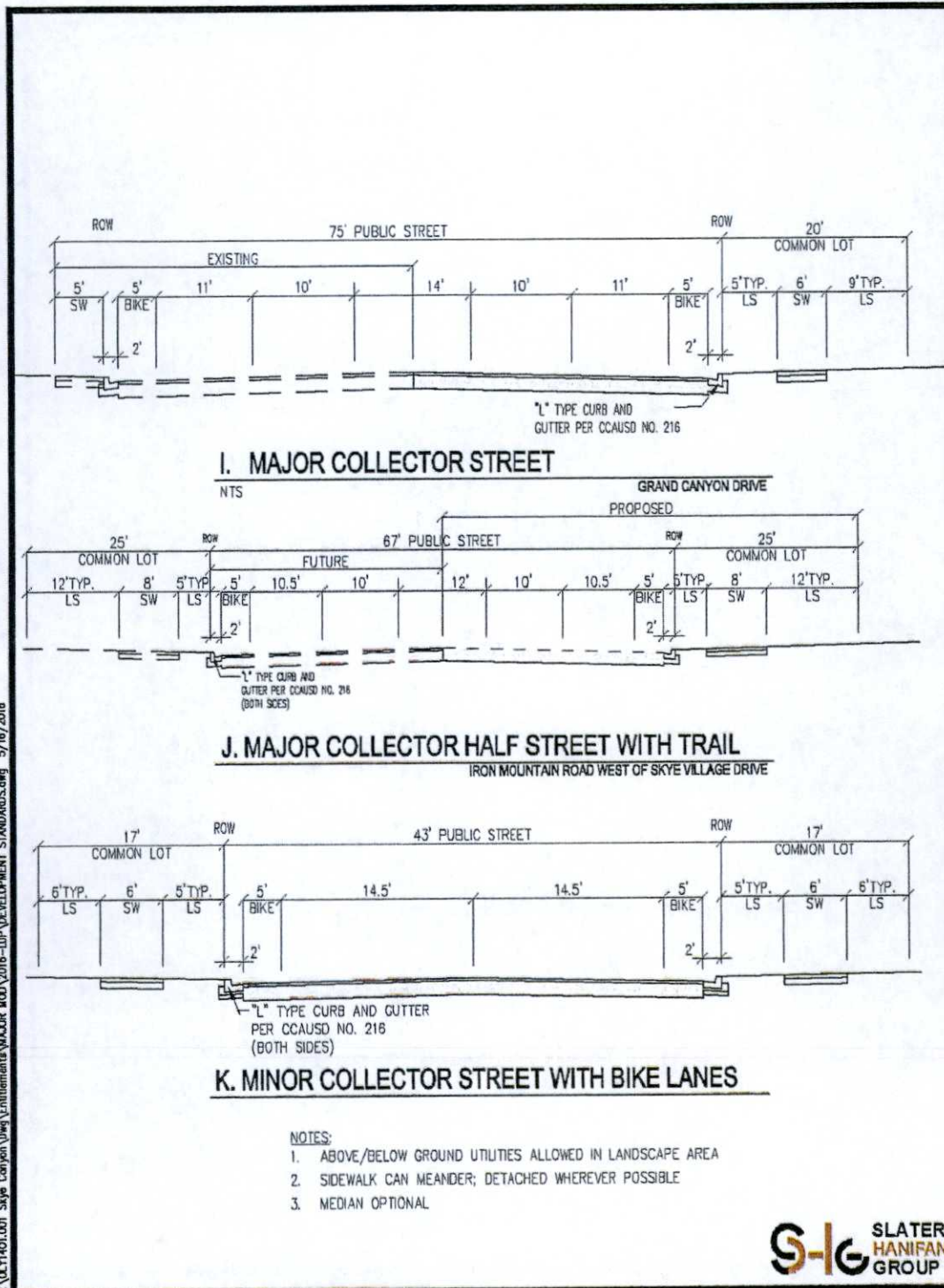


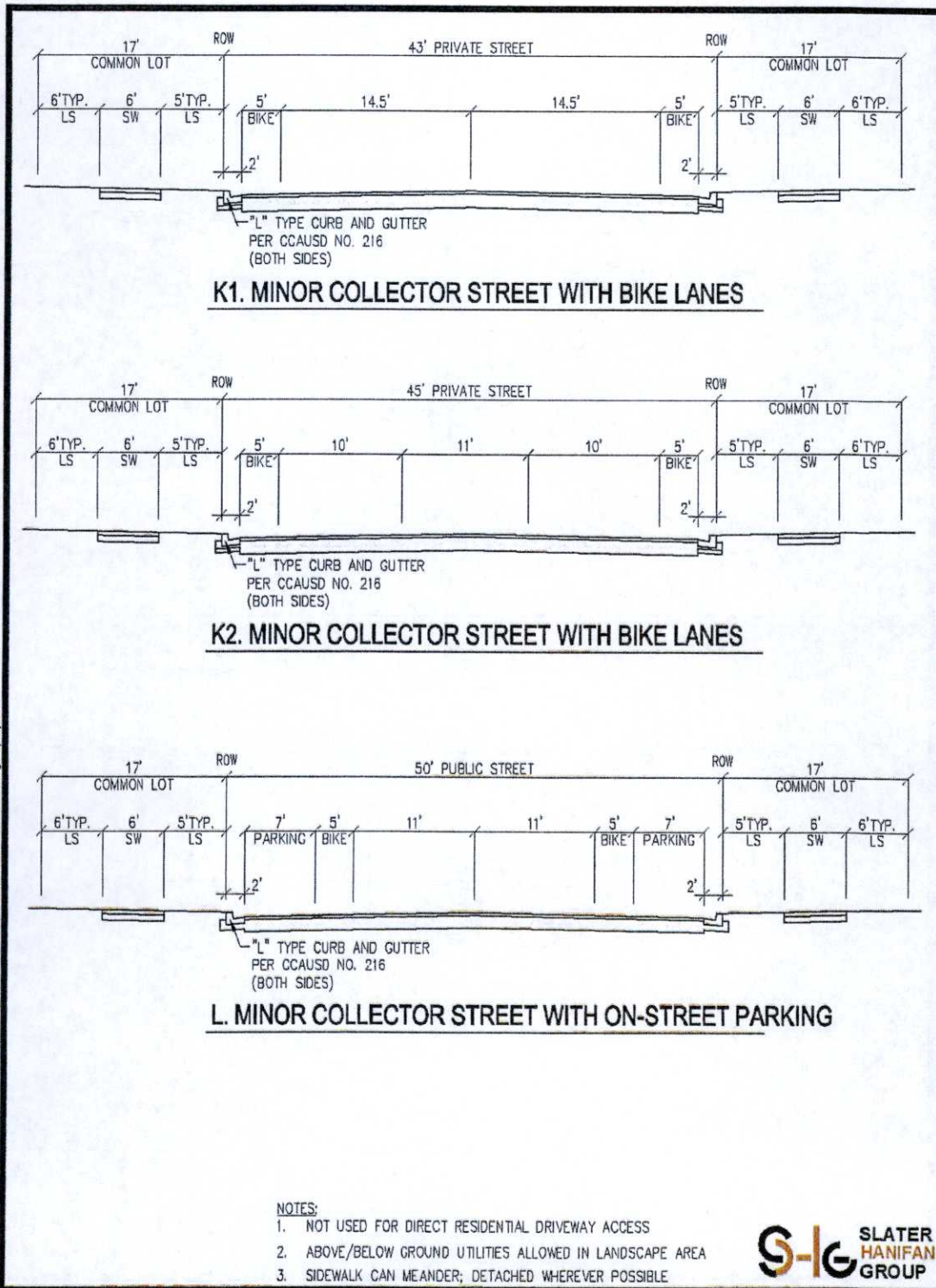
SLATER  
HANIFAN  
GROUP



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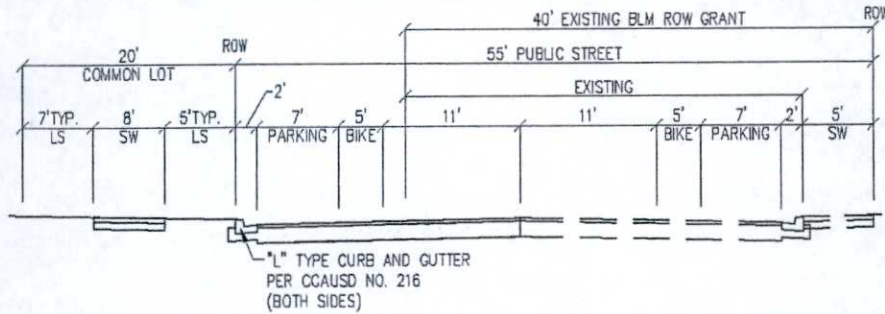






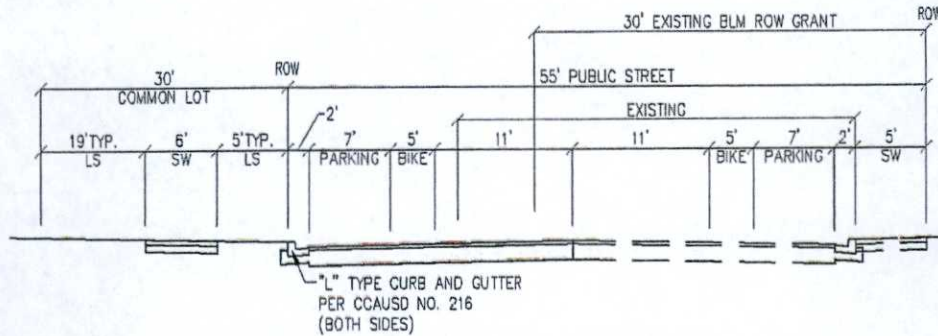
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### N. MINOR COLLECTOR HALF STREET WITH TRAIL

IRON MOUNTAIN ROAD EAST OF US-95



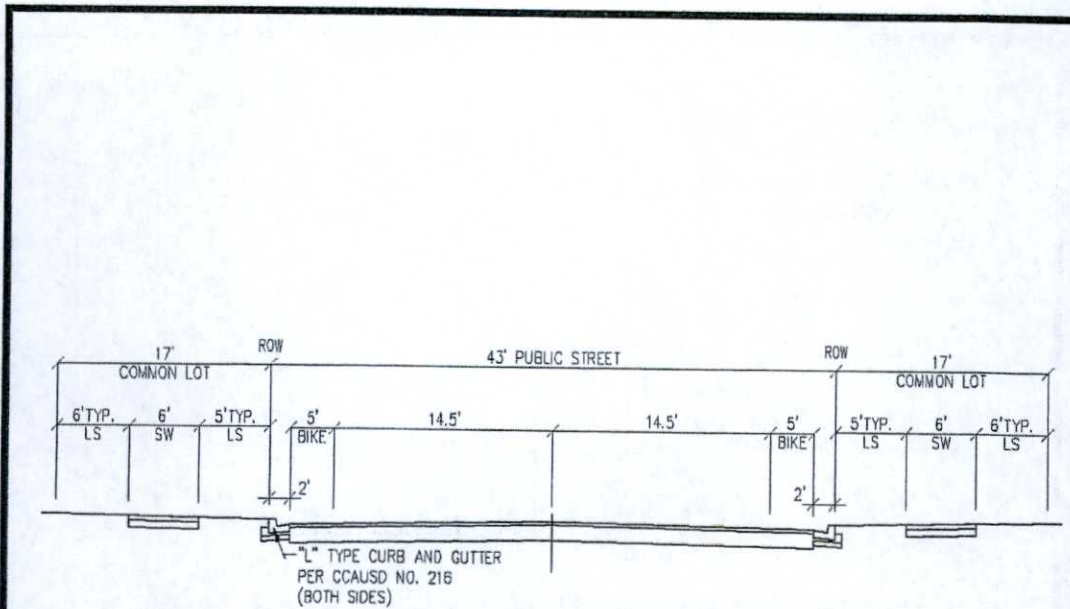
### O. MINOR COLLECTOR HALF STREET

#### NOTES:

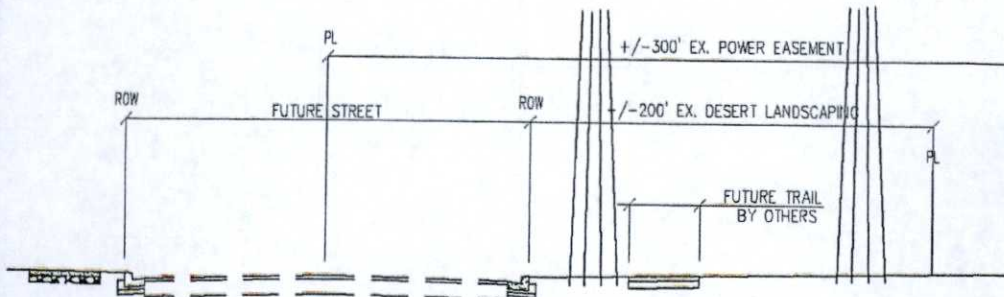
1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE



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### P. MINOR COLLECTOR STREET WITH BIKE LANES



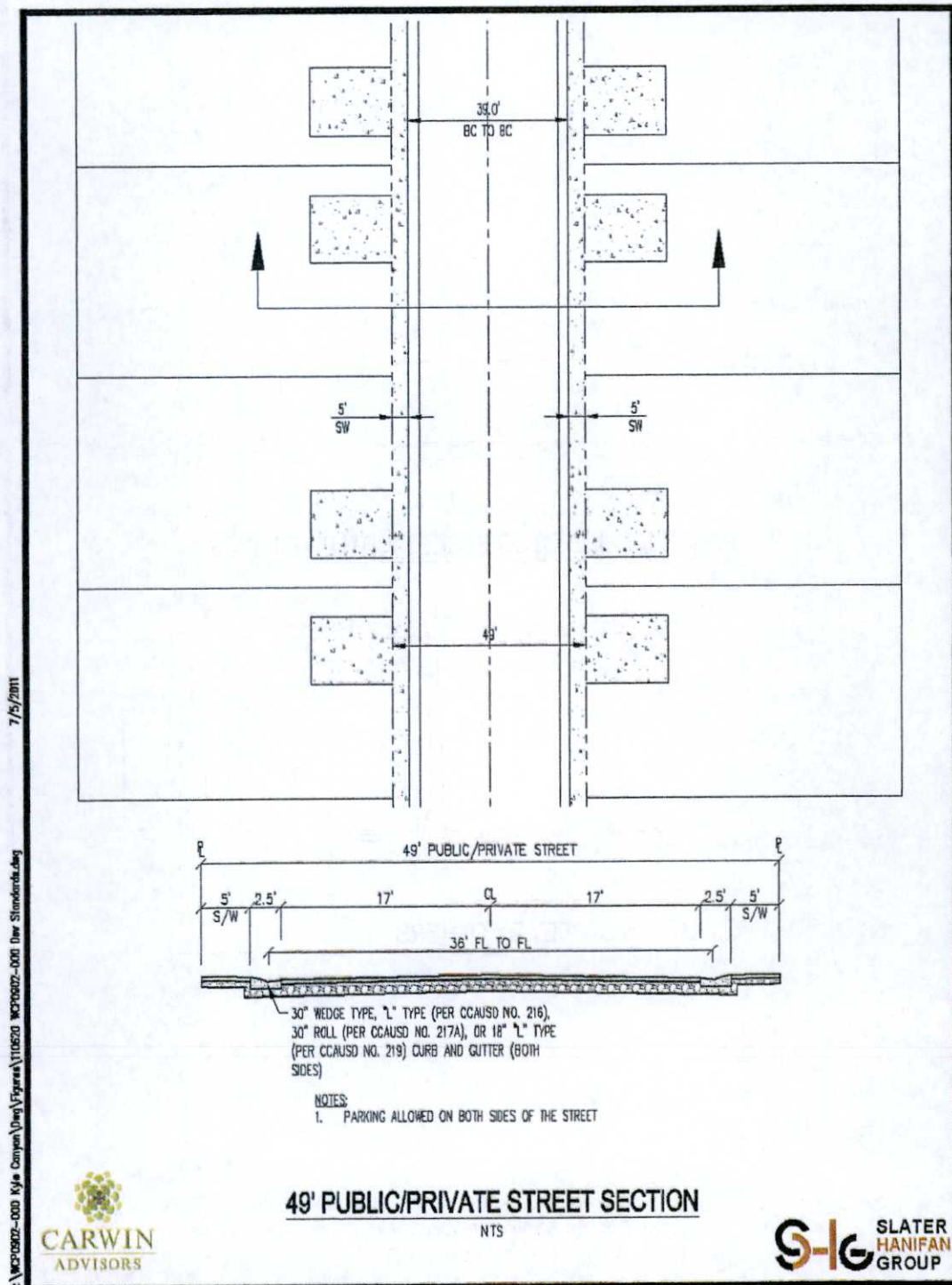
### Q. FUTURE STREET BY OTHERS

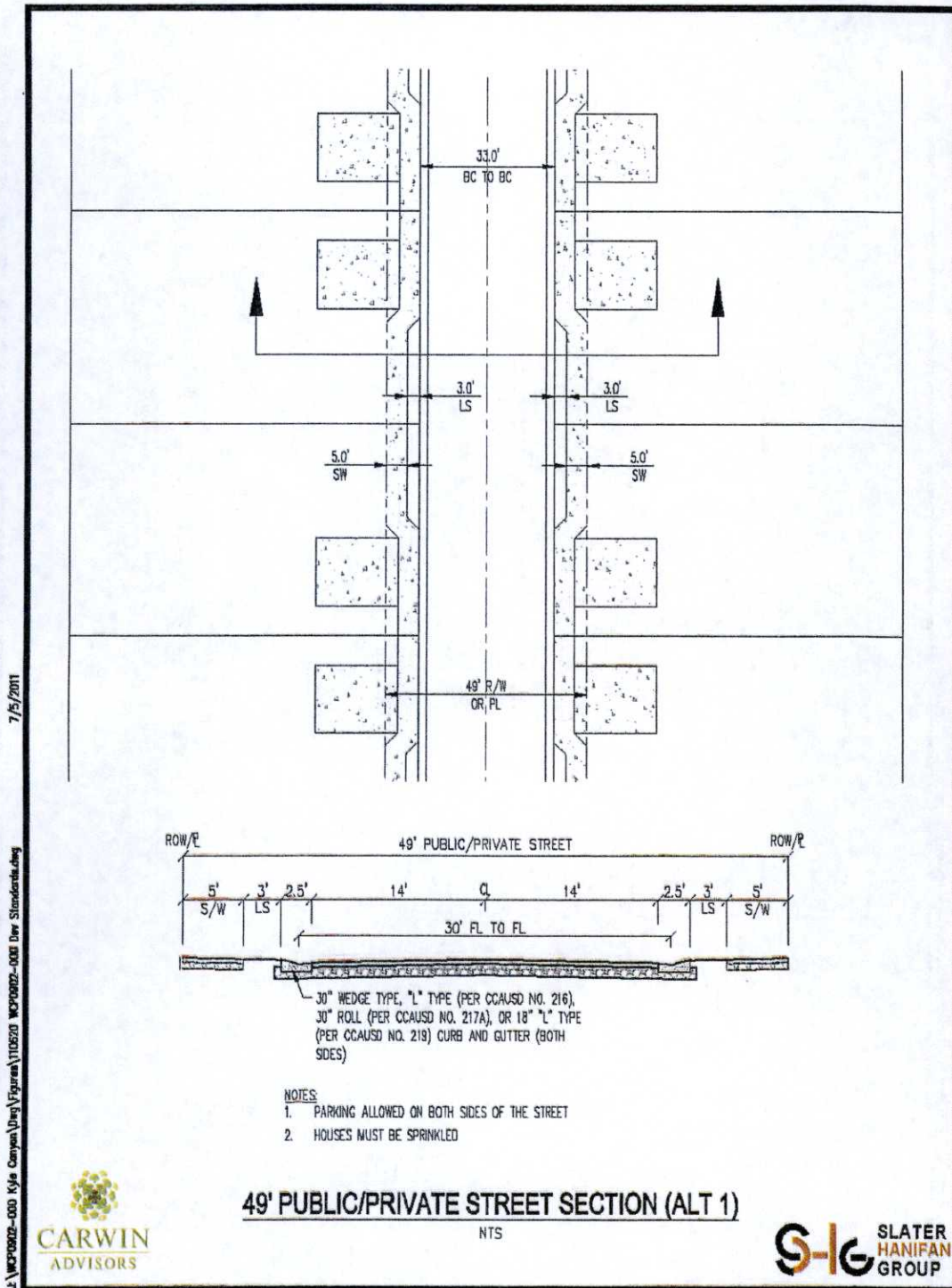
#### NOTES:

1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

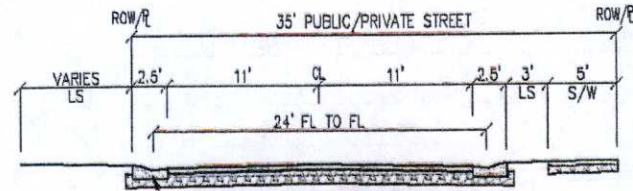










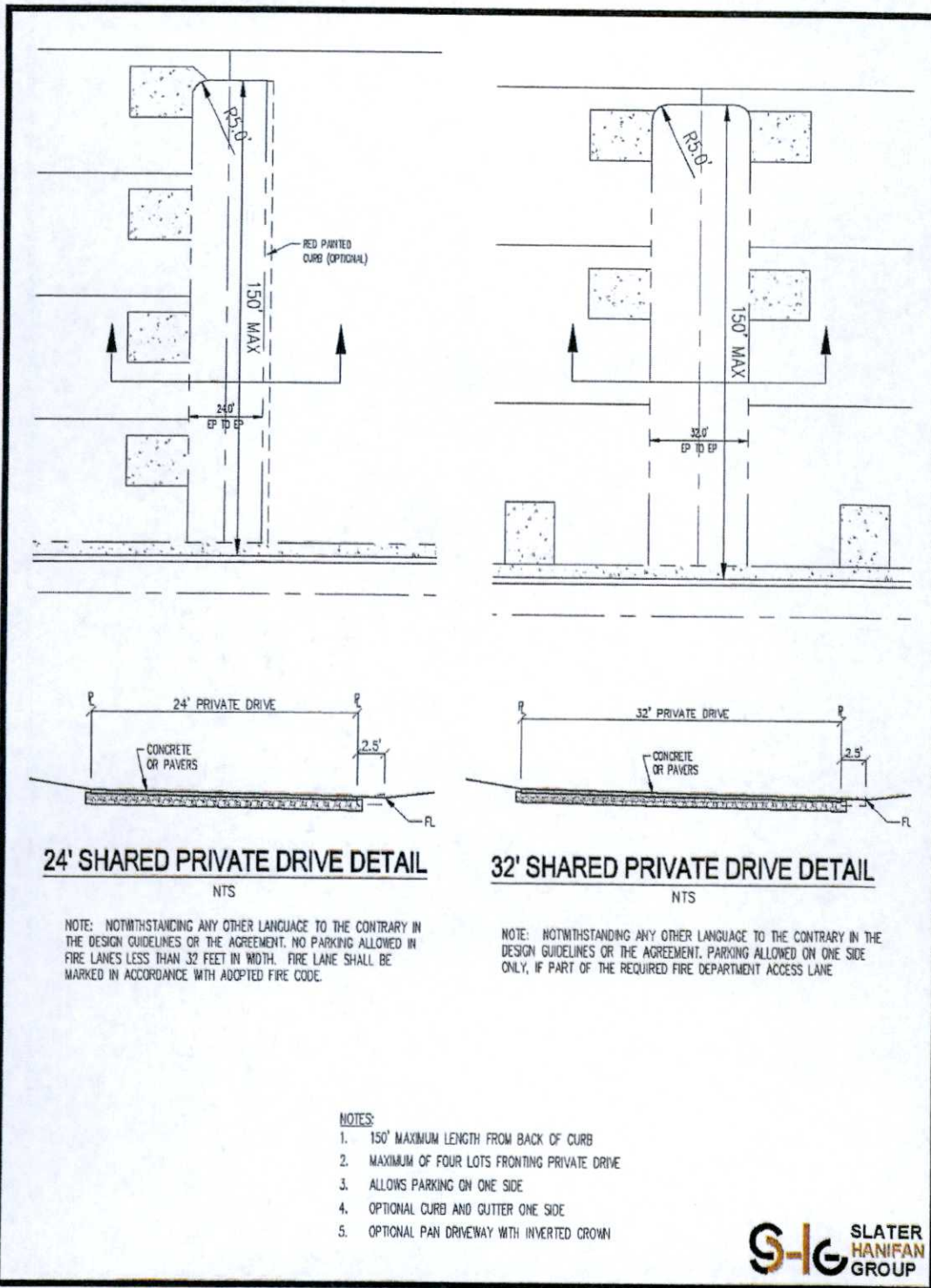


30" WEDGE TYPE, "L" TYPE (PER CCAUSD NO. 216),  
30" ROLL (PER CCAUSD NO. 217A), OR 18" "L" TYPE  
(PER CCAUSD NO. 219) CURB AND GUTTER (BOTH  
SIDES)

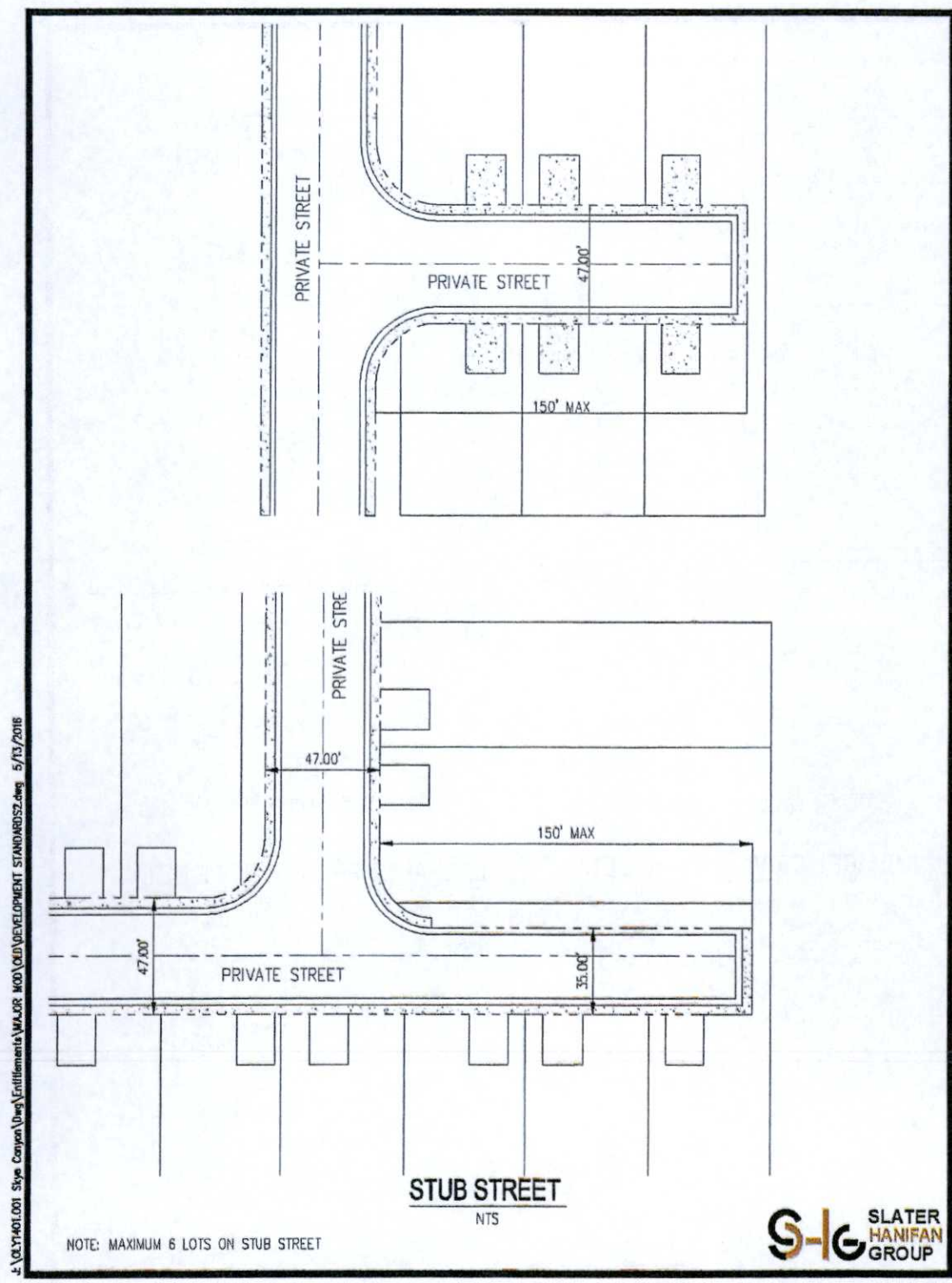
**35' PUBLIC/PRIVATE  
SINGLE-LOADED STREET SECTION**

NTS

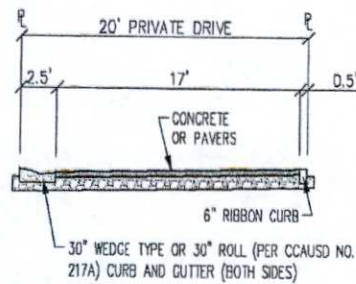
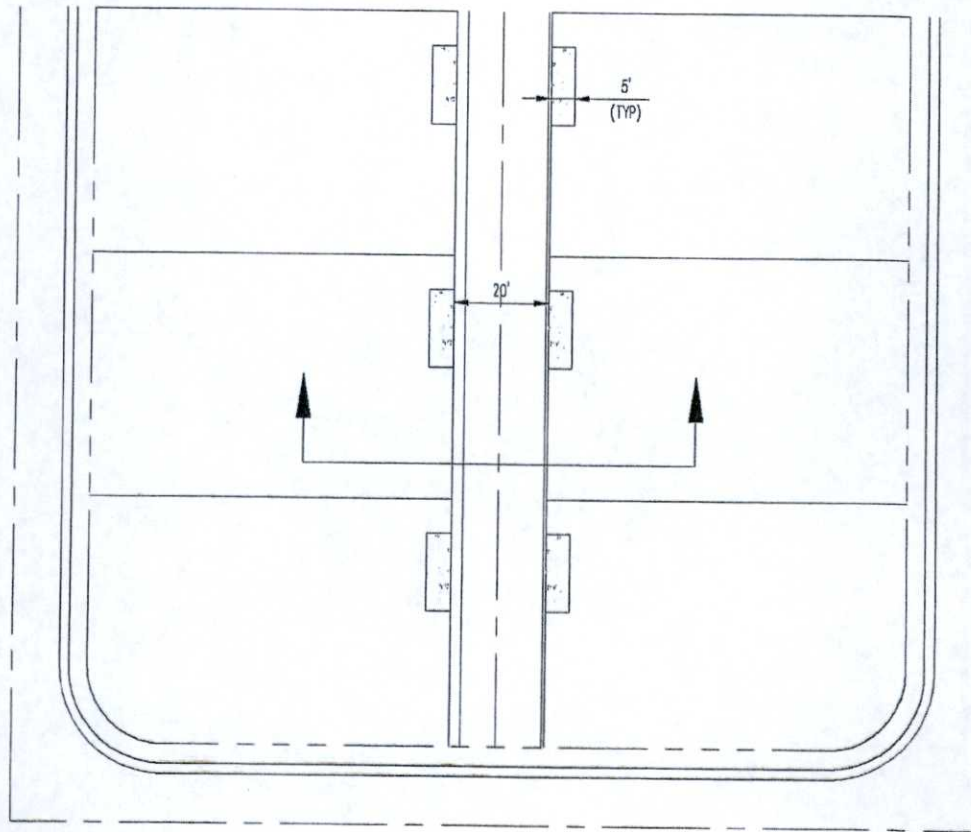








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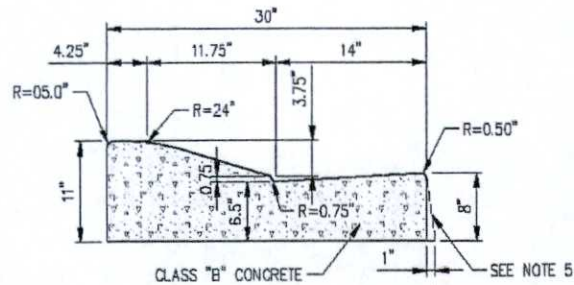
NOTE: NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY IN THE DESIGN GUIDELINES OR THE AGREEMENT, NOT ALLOWED FOR REQUIRED FIRE APPARATUS ACCESS

### 20' PRIVATE ALLEY DRIVE DETAIL

NTS

**S-I-G** SLATER  
HANIFAN  
GROUP



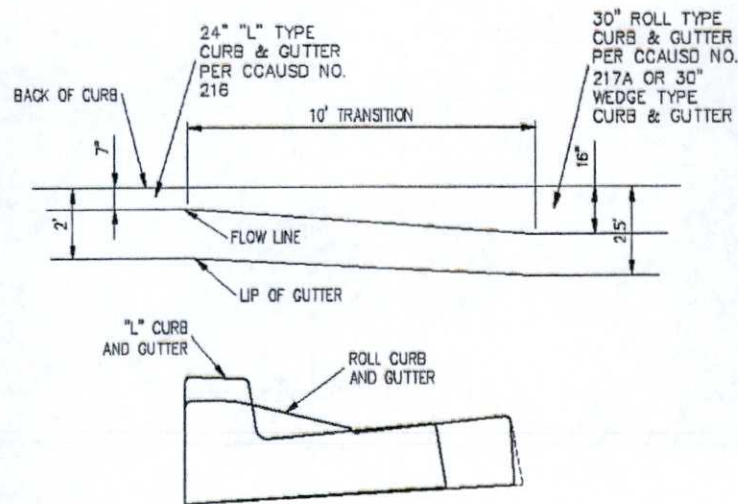


**NOTES:**

1. MODIFIED CCAUSD NO. 217A
2. ALL CURB FLOW LINES SHALL BE WATER TESTED. ANY CURB THAT DOES NOT FLOW SHALL BE REMOVED AND REPLACED AS DIRECTED BY CLARK COUNTY AT THE SOLE EXPENSE OF THE CONTRACTOR.

**30" WEDGE TYPE CURB AND GUTTER**

NTS



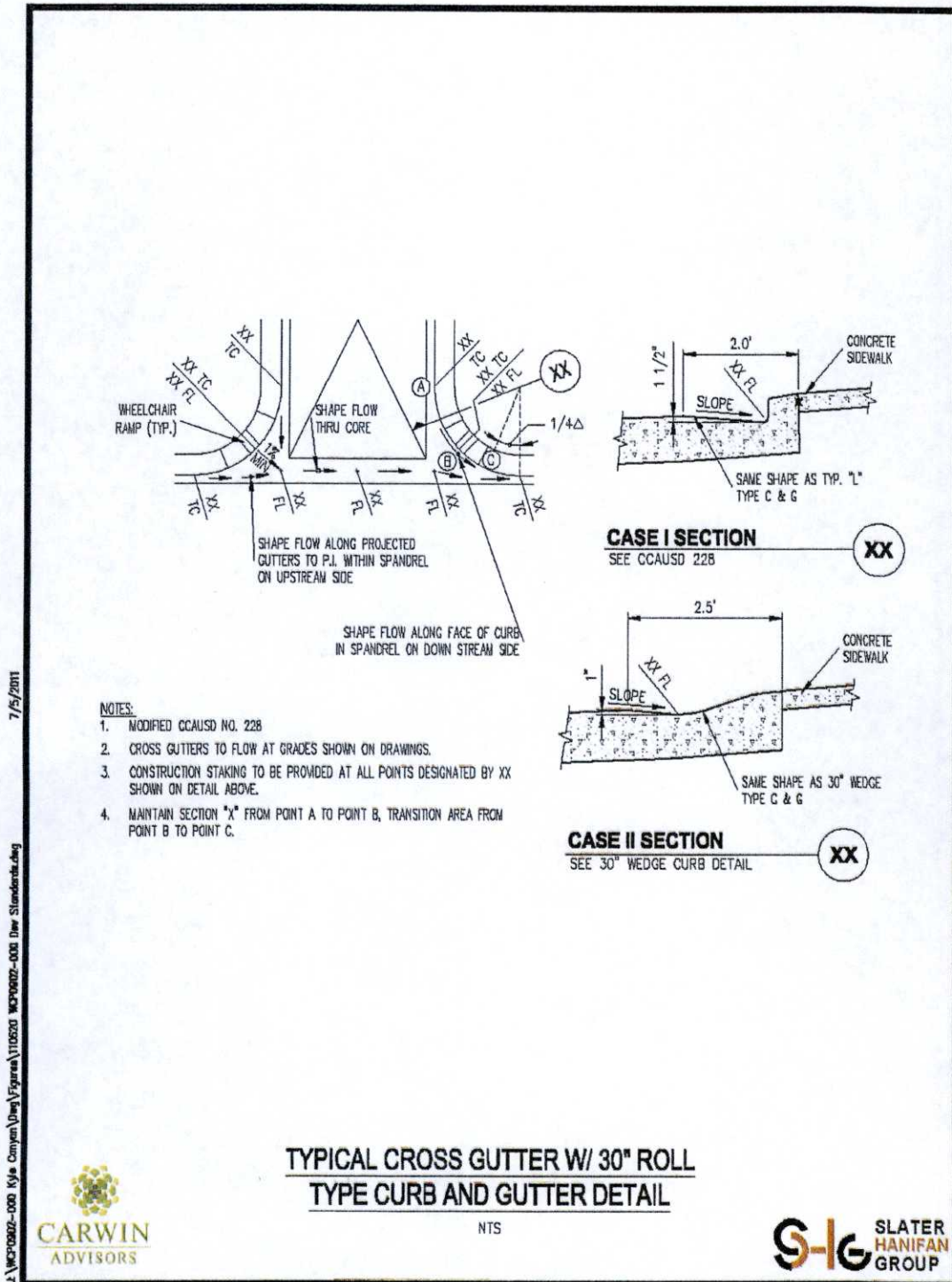
**10' TRANSITION FROM 'L' CURB TO ROLL CURB**

NTS

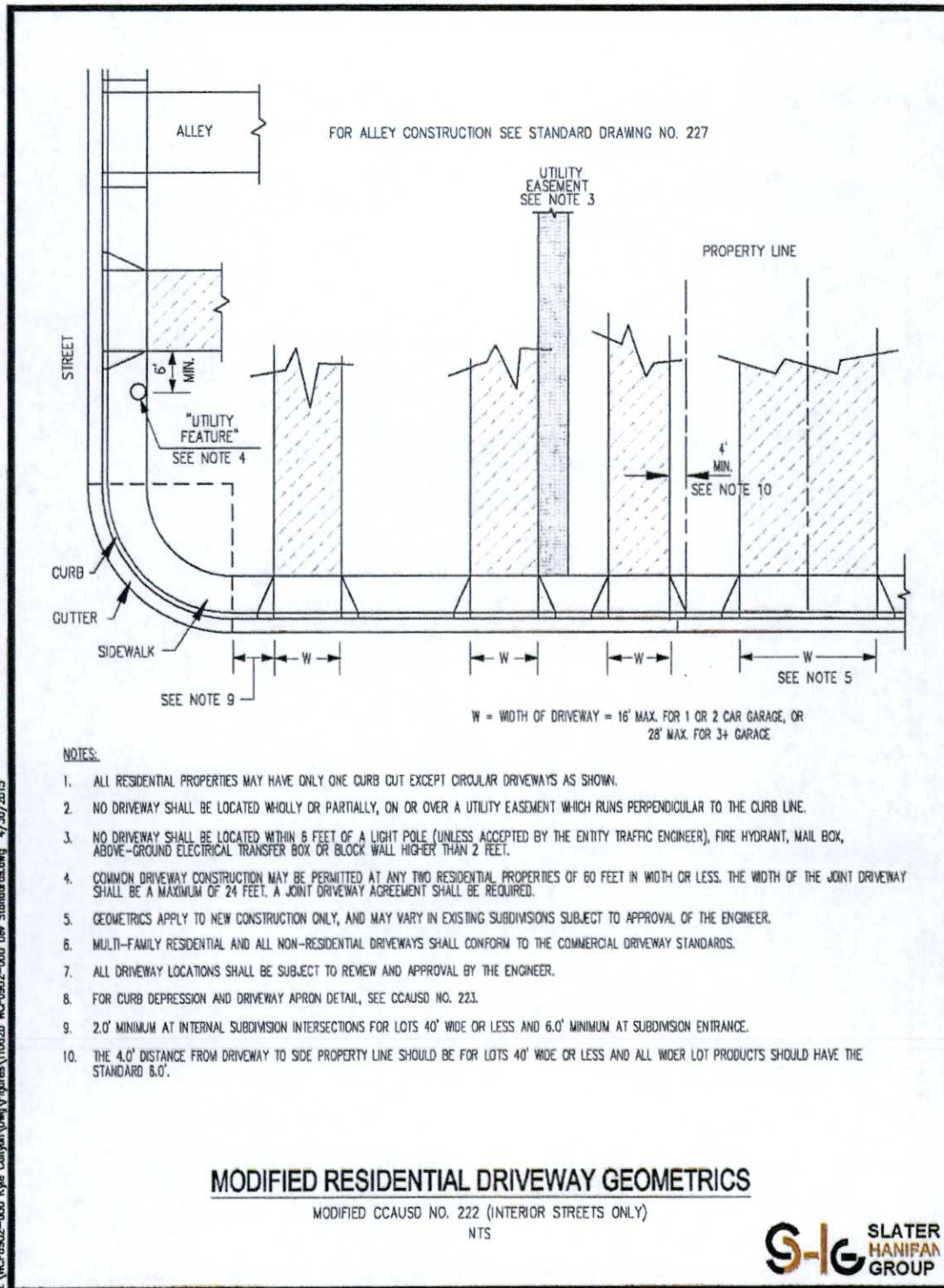


7/15/2011

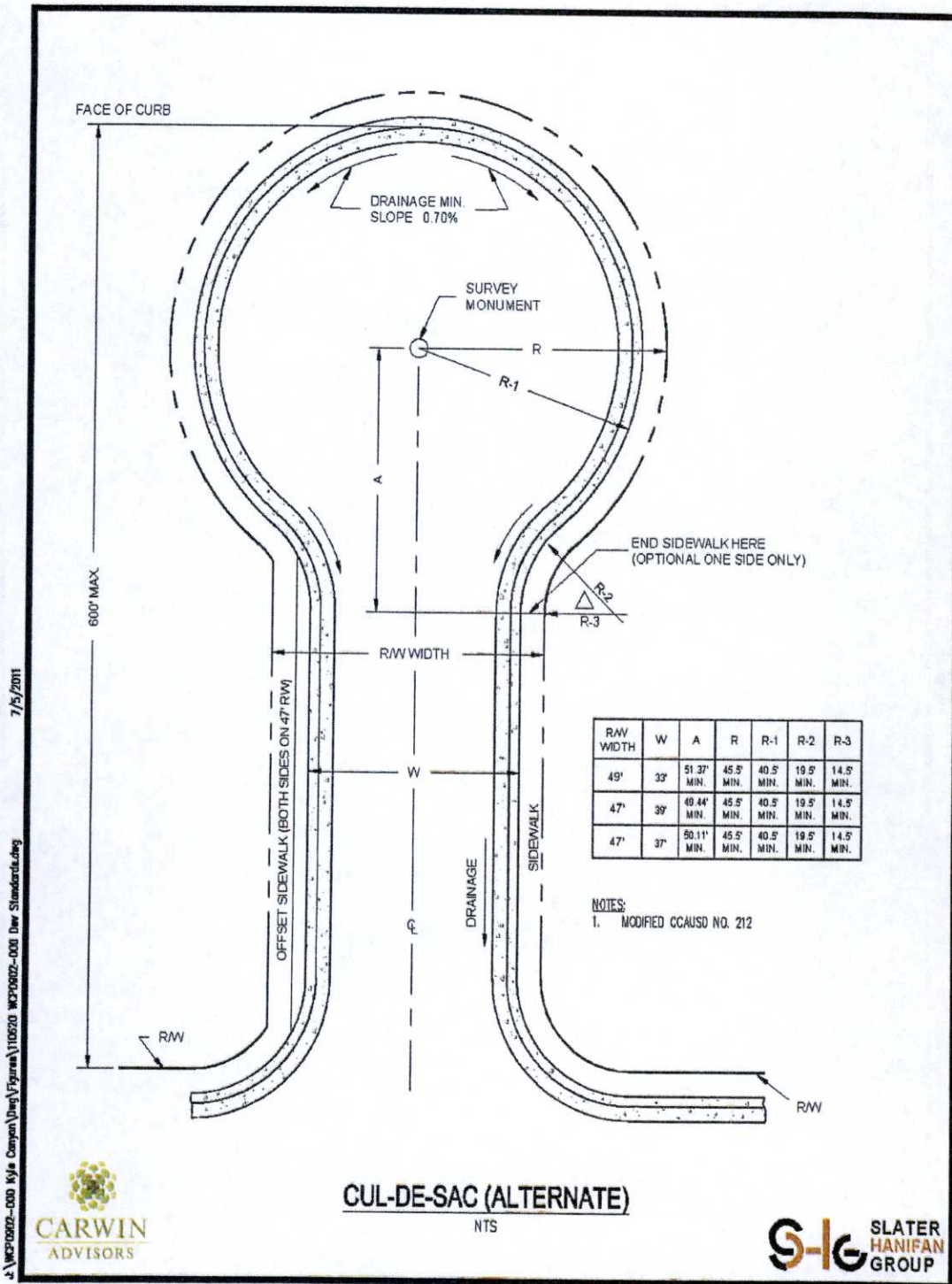
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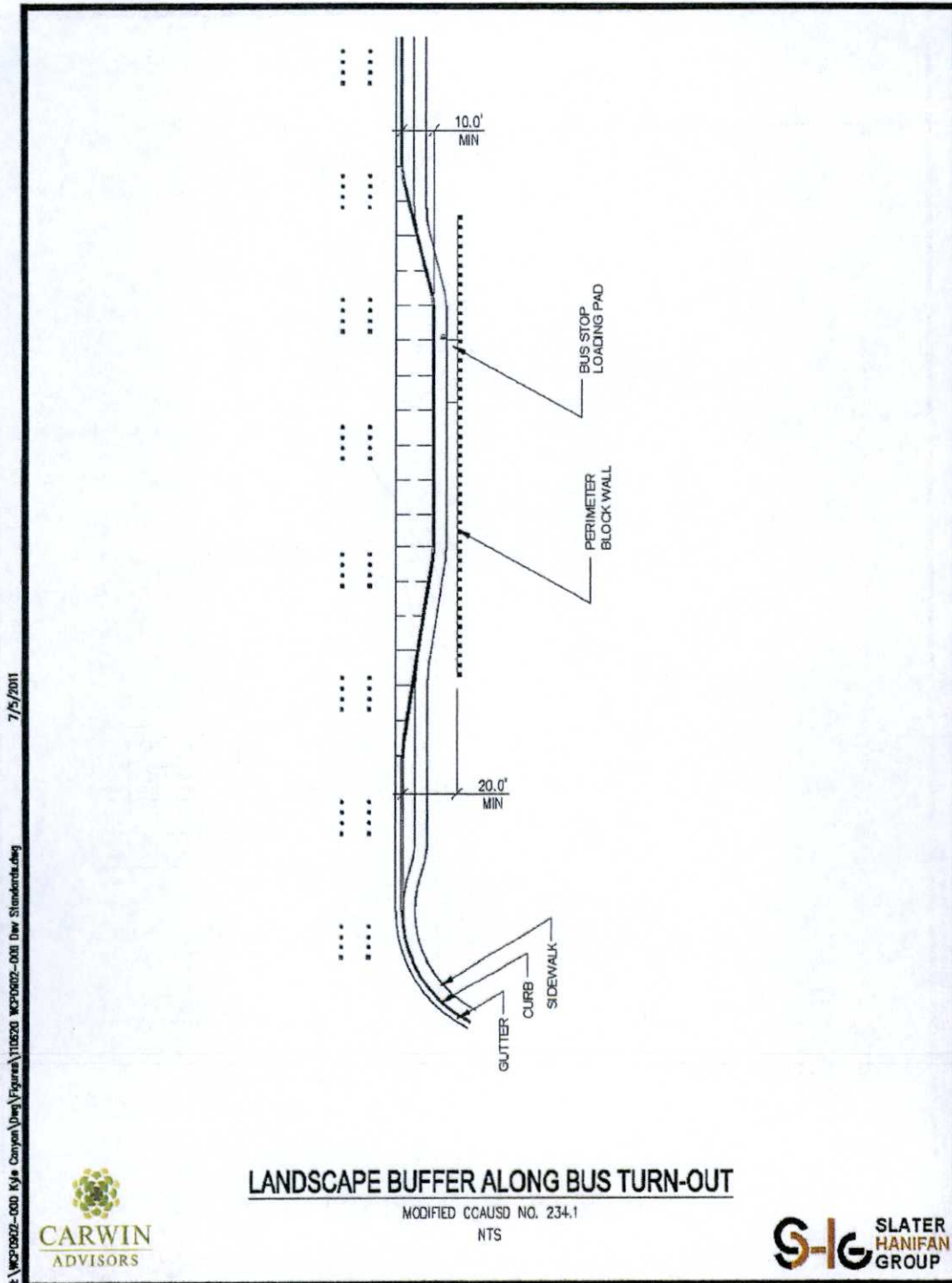




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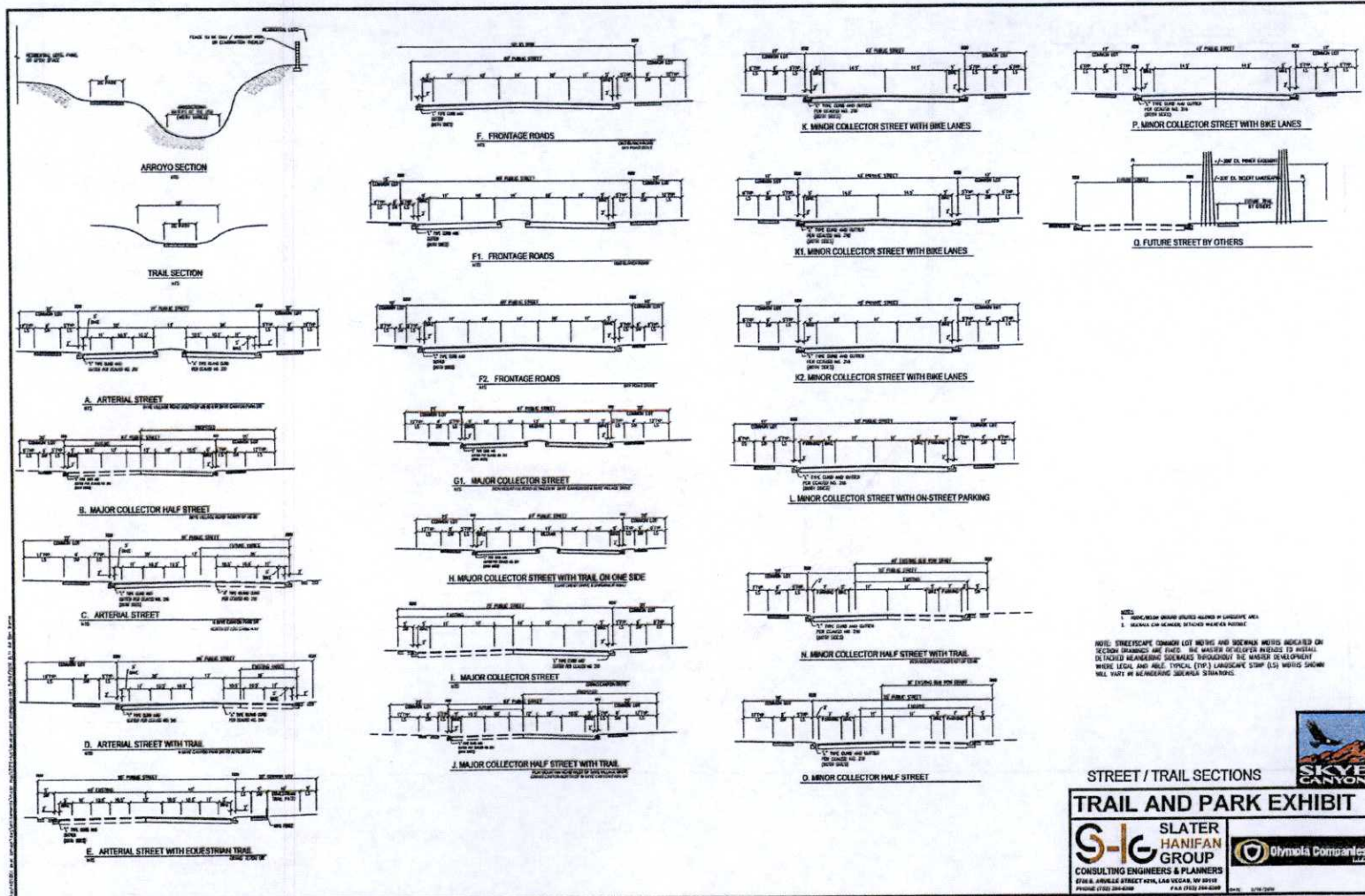






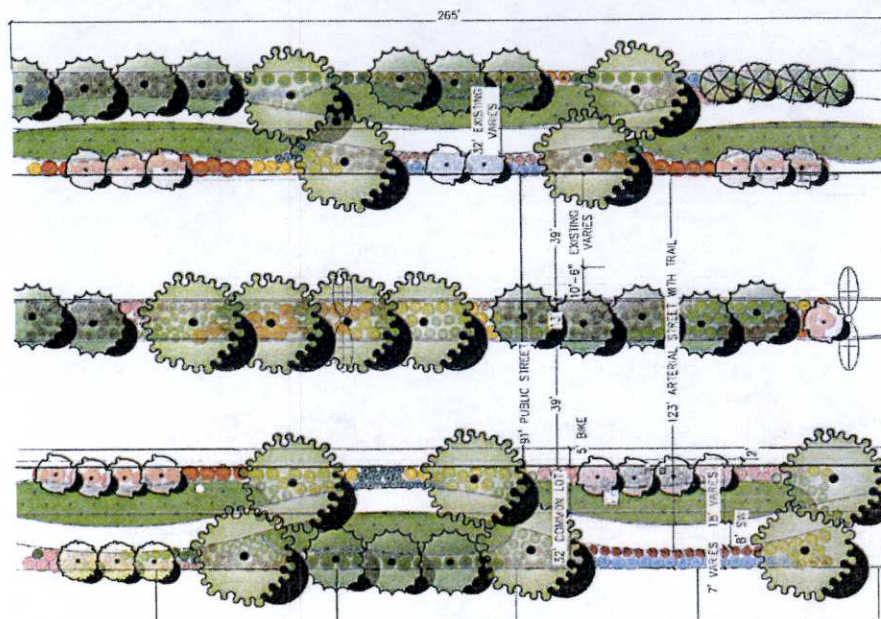








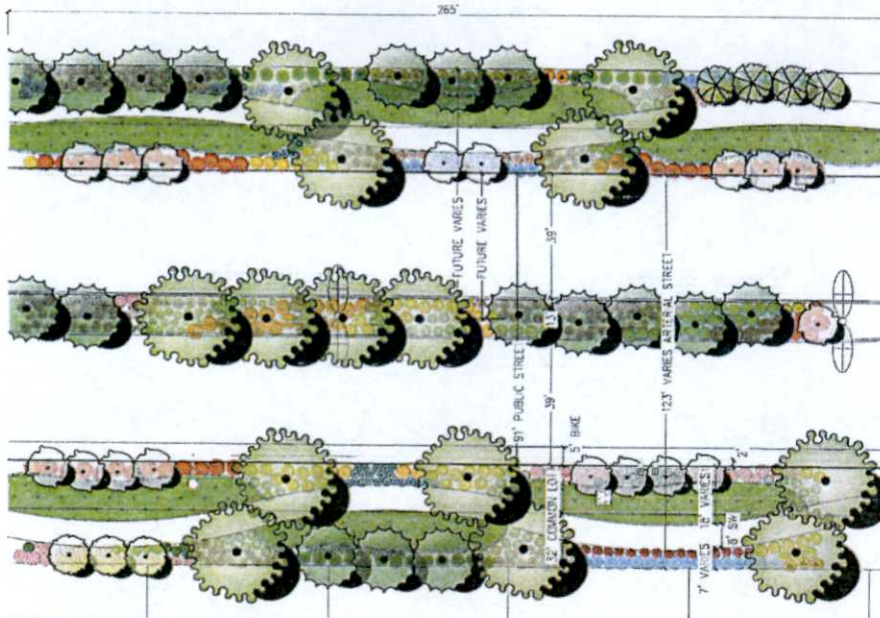




ARTERIAL STREET WITH TRAIL

STREETSCAPE STANDARDS

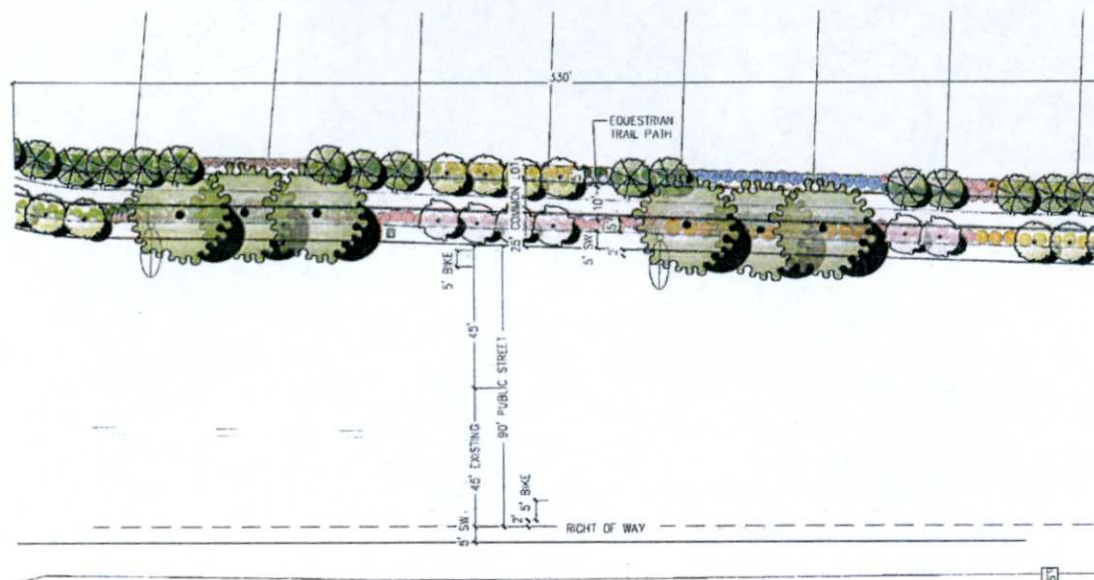
| SYMBOL    | BOTANICAL NAME                          | COMMON NAME                          | QUANTITY | SHRUBS                | QUANTITY                                                                                                                                                                                                      |
|-----------|-----------------------------------------|--------------------------------------|----------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TREES<br> | PINUS PINEA                             | STONE PINE                           | 0        | LOW GROUNDCOVER       | 163                                                                                                                                                                                                           |
|           | QUERCUS VIRGINIANA                      | SOUTHERN LIVE OAK                    | 14       | MEDIUM SHRUB          | 402                                                                                                                                                                                                           |
|           | PINUS ELARICA                           | MONDALF PINE                         | 17       | LARGE SCREENING SHRUB | 119                                                                                                                                                                                                           |
|           | ELAEOCARPUS DECIPENS                    | JAPANESE BLUEBERRY TREE              | 4        | ANNUAL COLOR          | 0                                                                                                                                                                                                             |
|           | LAURUS NOBILIS                          | SWEET BAY                            | 3        | SYNTHETIC TURF        | 5,057 SF                                                                                                                                                                                                      |
|           | PRUNUS CERASIFERA<br>'KRAUTER VESUVIUS' | KRAUTER VESUVIUS<br>PURPLE LEAF PLUM | 17       | SODDED DWARF FESCUE   | 0                                                                                                                                                                                                             |
|           |                                         |                                      |          | MULCH                 | ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH 'APACHE BROWN'. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS.                                      |
|           |                                         |                                      |          | NOTES:                | ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT USE, AND APPROVED BY MASTER DEVELOPER. QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY. |



FUTURE ARTERIAL STREET

| SYMBOL<br>TREES                                                                     | BOTANICAL NAME                          | COMMON NAME                          | QUANTITY | SHRUBS                                                                                | QUANTITY                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|----------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | PINUS PINEA                             | STONE PINE                           | 0        |  | LOW GROUNDCOVER 163                                                                                                                                                                                            |
|  | QUERCUS VIRGINIANA                      | SOUTHERN LIVE OAK                    | 14       |   | MEDIUM SHRUB 402                                                                                                                                                                                               |
|  | PINUS ELOARICA                          | MONDALE PINE                         | 17       |   | LARGE SCREENING SHRUB 119                                                                                                                                                                                      |
|  | ELAEODCARPUS DECIPRENS                  | JAPANESE BLUEBERRY TREE              | 4        |  | ANNUAL COLOR 0                                                                                                                                                                                                 |
|  | LAIURUS NOBILIS                         | SWEET BAY                            | 3        |  | SYNTHETIC TURF 5,057 SF                                                                                                                                                                                        |
|  | PRUNUS CERASIFERA<br>"KRAUTER VESUVIUS" | KRAUTER VESUVIUS<br>PURPLE LEAF PLUM | 17       |  | SODDED DWARF FESCUE 0                                                                                                                                                                                          |
|                                                                                     |                                         |                                      |          | MULCH                                                                                 | ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH 'APACHE BROWN' MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS                                         |
|                                                                                     |                                         |                                      |          | NOTES:                                                                                | ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER. QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY. |



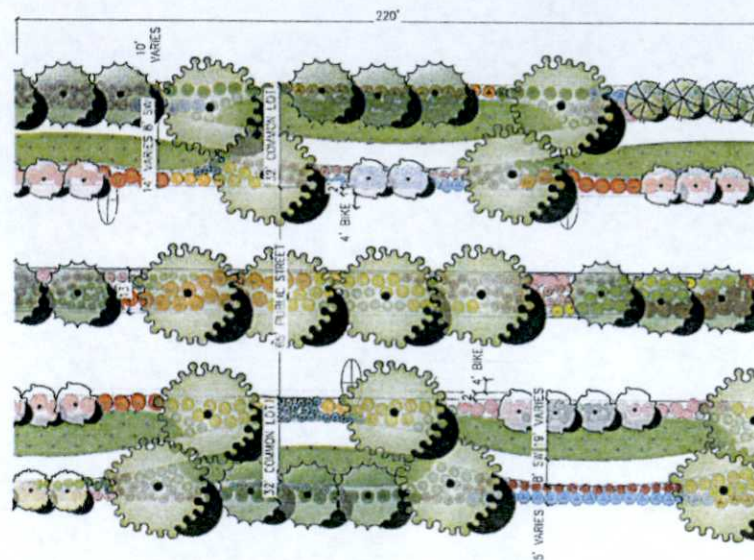
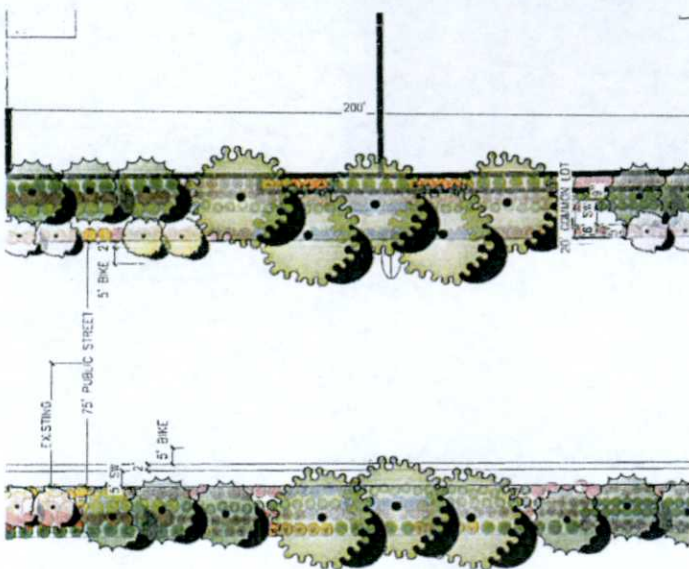


68

## ARTERIAL STREET WITH EQUESTRIAN TRAIL

### STREETSCAPE STANDARDS

| SYMBOL       | BOTANICAL NAME        | COMMON NAME             | QUANTITY | SHRUBS       | QUANTITY                                                                                                                                                                                                       |
|--------------|-----------------------|-------------------------|----------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TREES</b> |                       |                         |          |              |                                                                                                                                                                                                                |
|              | PINUS PINEA           | STONE PINE              | 0        |              | 93                                                                                                                                                                                                             |
|              | QUERCUS VIRGINIANA    | SOUTHERN LIVE OAK       | 6        |              | 143                                                                                                                                                                                                            |
|              | PINUS ELДАРICA        | MONDALE PINE            | 0        |              | 57                                                                                                                                                                                                             |
|              | ELAEOCARPUS DECIPIENS | JAPANESE BLUEBERRY TREE | 14       |              | 0                                                                                                                                                                                                              |
|              | LAURUS NOBILIS        | SWEET BAY               | 9        |              | 0                                                                                                                                                                                                              |
|              | PRUNUS CERASIFERA     | KRAUTER VESUVIUS        | 6        |              | 0                                                                                                                                                                                                              |
|              | PRUNUS VESUVIUS       | PURPLE LEAF PLUM        | 6        | <b>MULCH</b> |                                                                                                                                                                                                                |
|              |                       |                         |          |              | ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH "APACHE BROWN". MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS.                                       |
|              |                       |                         |          |              | ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER. QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY. |

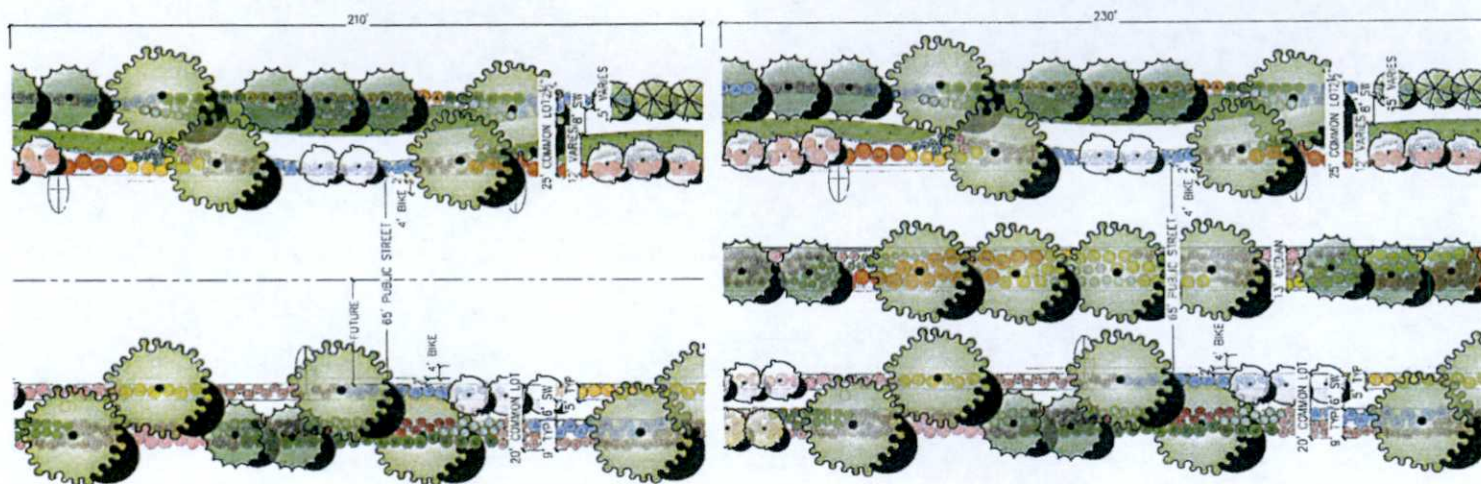


MAJOR COLLECTOR STREET

STREETSCAPE STANDARDS

| SYMBOL | BOTANICAL NAME     | COMMON NAME             | QUANTITY | SYMBOL        | QUANTITY                                                                                                                                                                                                        |
|--------|--------------------|-------------------------|----------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |                    |                         |          |               | 262                                                                                                                                                                                                             |
|        | Pinus pinea        | STONE PINE              | 0        |               | 596                                                                                                                                                                                                             |
|        | Quercus virginiana | SOUTHERN LIVE OAK       | 20       |               | 197                                                                                                                                                                                                             |
|        | Pinus eldarica     | MONTALE PINE            | 20       |               | 0                                                                                                                                                                                                               |
|        | Elaeagnus argentea | JAPANESE BLUEBERRY TREE | 4        |               | 4,300 SF                                                                                                                                                                                                        |
|        | Laurus nobilis     | SWEET BAY               | 5        |               | 0                                                                                                                                                                                                               |
|        | Prunus cerasifera  | KRAUTER VESUVIUS        | 18       |               |                                                                                                                                                                                                                 |
|        | Prunus vesuvius    | PURPLE LEAF PLUM        |          |               |                                                                                                                                                                                                                 |
|        |                    |                         |          | <b>MULCH</b>  |                                                                                                                                                                                                                 |
|        |                    |                         |          |               | ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH. "APACHE BROWN" MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS.                                        |
|        |                    |                         |          | <b>NOTES:</b> | ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER. QUANTITIES NOTED ARE FOR THE SECTIONS OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY. |

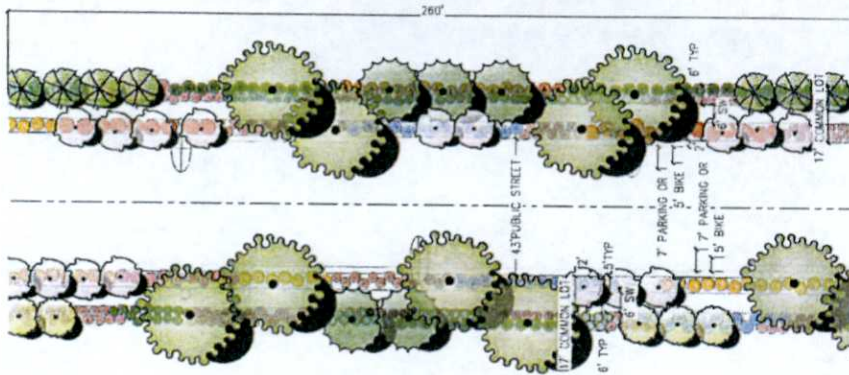




### MAJOR COLLECTOR STREET WITH TRAIL

#### STREETSCAPE STANDARDS

| SYMBOL<br>TREES                                                                     | BOTANICAL NAME                          | COMMON NAME                          | QUANTITY | SHRUBS                                                                                | QUANTITY                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|----------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | PINUS PINEA                             | STONE PINE                           | 0        |  | LOW GROUNDCOVER<br>205                                                                                                                                                                                             |
|  | QUERCUS VIRGINIANA                      | SOUTHERN LIVE OAK                    | 22       |  | MEDIUM SHRUB<br>809                                                                                                                                                                                                |
|  | PINUS ELDARICA                          | MONDAVI PINE                         | 19       |  | LARGE SCREENING SHRUB<br>173                                                                                                                                                                                       |
|  | ELAEOCARPUS DECIPENS                    | JAPANESE BLUEBERRY TREE              | 6        |  | ANNUAL COLOR<br>0                                                                                                                                                                                                  |
|  | LAURUS NOBILIS                          | SWEET RAY                            | 2        |  | SYNTHETIC TURF<br>7,441 SF                                                                                                                                                                                         |
|  | PRUNUS CERASIFERA<br>'KRAUTER VESUVIUS' | KRAUTER VESUVIUS<br>PURPLE LEAF PLUM | 22       |  | SODDED DWARF FESCUE<br>0                                                                                                                                                                                           |
|                                                                                     |                                         |                                      |          | MULCH                                                                                 | ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH 'APACHE BROWN'. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS.                                           |
|                                                                                     |                                         |                                      |          | NOTES:                                                                                | ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER.<br>QUANTITIES NOTED ARE FOR THE SECTIONS OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY. |



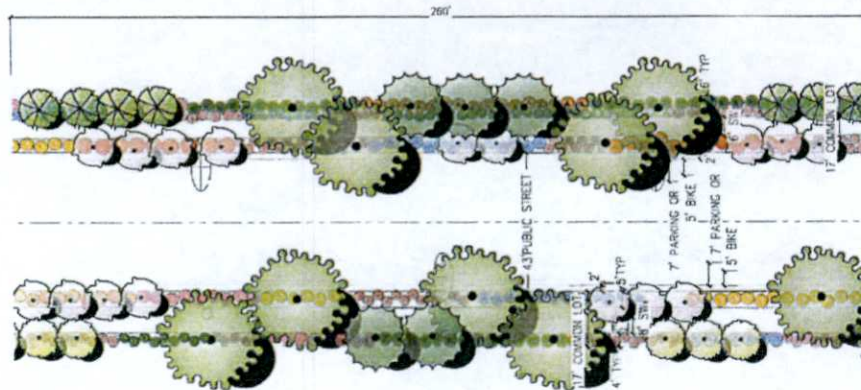
  
 MINOR COLLECTOR STREET

STREETSCAPE STANDARDS

| SYMBOL                                                                              | BOTANICAL NAME                          | COMMON NAME                          | QUANTITY | SHRUBS                                                                                | QUANTITY |
|-------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|----------|---------------------------------------------------------------------------------------|----------|
|  | PINUS PINEA                             | STONE PINE                           | 0        |  | 89       |
|  | QUERCUS VIRGINIANA                      | SOUTHERN LIVE OAK                    | 8        |  | 240      |
|  | PIRUS ELAEGICA                          | MONARDA PINE                         | 5        |  | 86       |
|  | ELAEAGARPUS OCCIDENTIS                  | JAPANESE BLUEBERRY TREE              | 7        |  | 0        |
|  | LAURUS NORRIS                           | SWEET BAY                            | 5        |  | 0        |
|  | PRUNUS CERASIFERA<br>"KRAUTER VESUVIUS" | KRAUTER VESUVIUS<br>PURPLE LEAF PLUM | 16       |  | 0        |
|                                                                                     |                                         |                                      |          | MULCH                                                                                 |          |
|                                                                                     |                                         |                                      |          | NOTES:                                                                                |          |

ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH "APACHE BROWN". MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS.  
 ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER.  
 QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY.

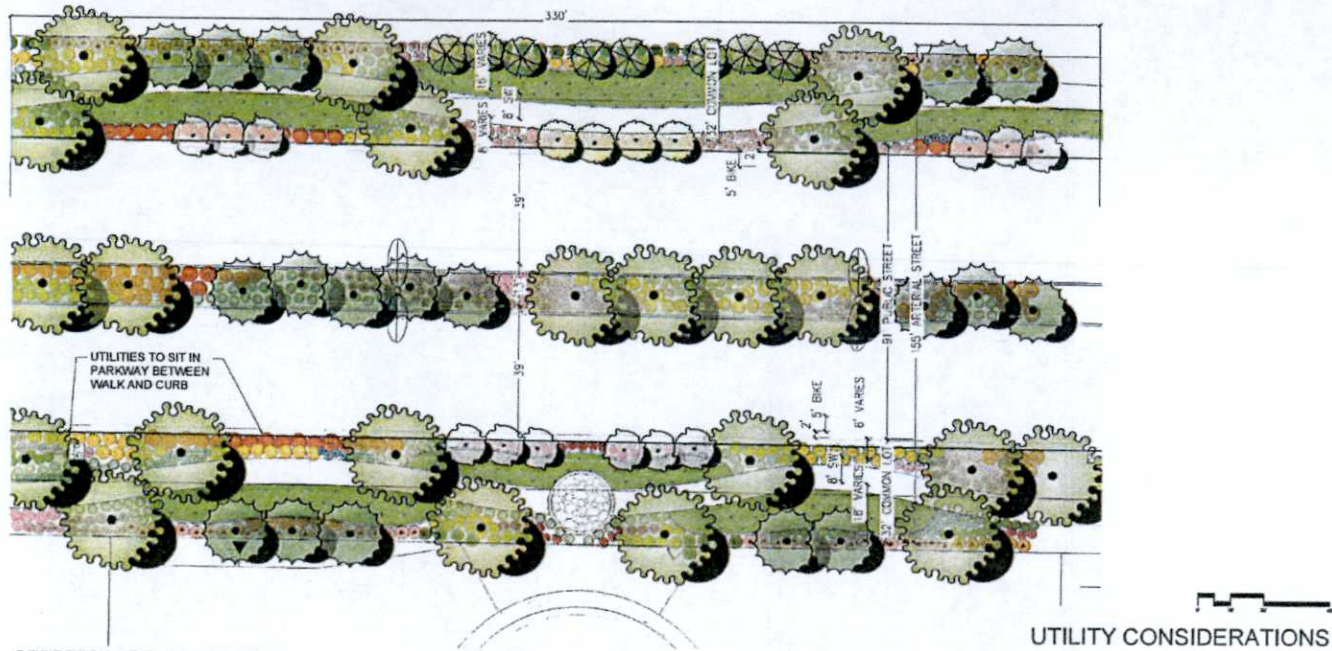




### MINOR COLLECTOR STREET WITH TRAIL

#### STREETSCAPE STANDARDS

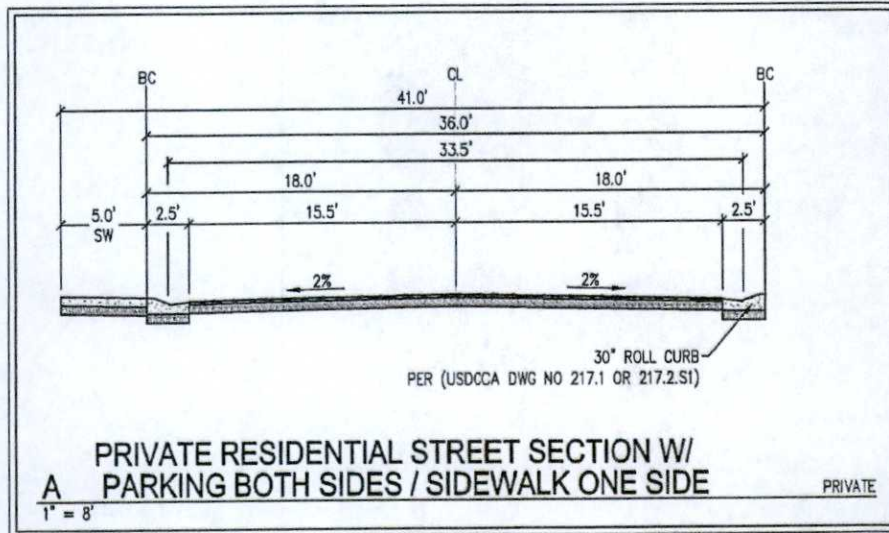
| SYMBOL       | BOTANICAL NAME                       | COMMON NAME                       | QUANTITY | SHRUBS                                                                                                                                                                                                                                                                                                                                                                                        | QUANTITY |
|--------------|--------------------------------------|-----------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>TREES</b> |                                      |                                   |          |                                                                                                                                                                                                                                                                                                                                                                                               |          |
|              | Pinus pinea                          | STONE PINE                        | 0        |                                                                                                                                                                                                                                                                                                                                                                                               | 61       |
|              | Quercus virginiana                   | SOUTHERN LIVE OAK                 | 8        |                                                                                                                                                                                                                                                                                                                                                                                               | 201      |
|              | Pinus eldarica                       | MORONALE PINE                     | 5        |                                                                                                                                                                                                                                                                                                                                                                                               | 87       |
|              | Elaeocarpus decipiens                | JAPANESE BLUEBERRY TREE           | 7        |                                                                                                                                                                                                                                                                                                                                                                                               | 0        |
|              | Laurus nobilis                       | SWEET BAY                         | 5        |                                                                                                                                                                                                                                                                                                                                                                                               | 5,425 SF |
|              | Prunus cerasifera 'Krauter Vesuvius' | KRAUTER VESUVIUS PURPLE LEAF PLUM | 16       |                                                                                                                                                                                                                                                                                                                                                                                               | 0        |
|              |                                      |                                   |          | <b>MULCH</b>                                                                                                                                                                                                                                                                                                                                                                                  |          |
|              |                                      |                                   |          | <b>NOTES:</b>                                                                                                                                                                                                                                                                                                                                                                                 |          |
|              |                                      |                                   |          | ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH 'APACHE BROWN'. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS.<br>ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANCE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER.<br>QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY. |          |



## STREETSCAPE STANDARDS

| SYMBOL<br>TREES | BOTANICAL NAME       | COMMON NAME             | QUANTITY | SHRUBS        | QUANTITY                                                                                                                                                                 |
|-----------------|----------------------|-------------------------|----------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | PINUS PINEA          | STONE PINE              | 0        |               | LOW GROUNDCOVER 270                                                                                                                                                      |
|                 | QUERCUS VIRGINIANA   | SOUTHERN LIVE OAK       | 22       |               | MEDIUM SHRUB 460                                                                                                                                                         |
|                 | PINUS ELDARICA       | MONDALE PINE            | 18       |               | LARGE SCREENING SHRUB 270                                                                                                                                                |
|                 | ELAEOCARPUS DECIPENS | JAPANESE BLUFRERRY TREE | 8        |               | ANNUAL COLOR 0                                                                                                                                                           |
|                 | LAURUS NOBILIS       | SWEET BAY               | 4        |               | SYNTHETIC TURF 5,425 SF                                                                                                                                                  |
|                 | PRUNUS CERASIFERA    | KRAUTER VESUVIUS        | 12       |               | SODDED DWARF FESCUE 0                                                                                                                                                    |
|                 | 'KRAUTER VESUVIUS'   |                         |          |               |                                                                                                                                                                          |
|                 |                      |                         |          | <b>NOTES:</b> | ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH "APACHE BROWN". MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS. |
|                 |                      |                         |          |               | ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER.                                            |
|                 |                      |                         |          |               | QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY.                                                                                         |

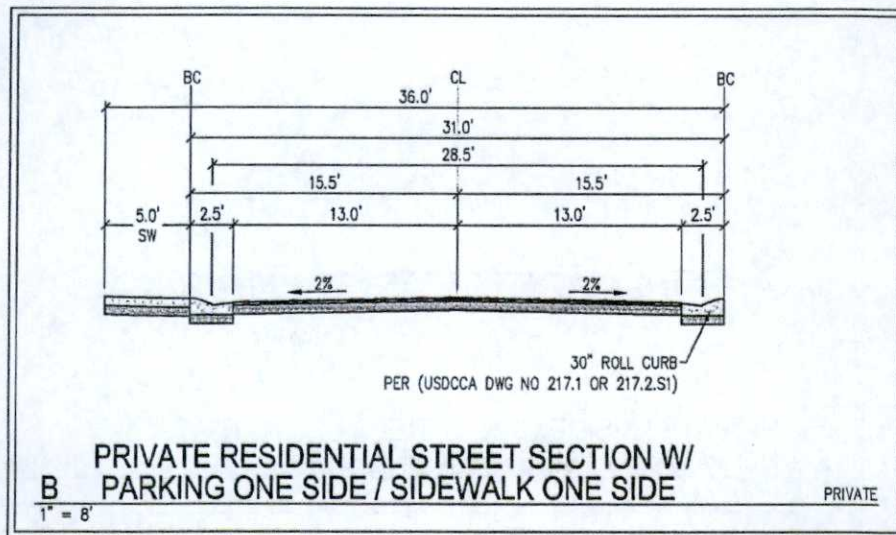




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**S-I-G** SLATER  
HANIFAN  
GROUP

PRIVATE GATED STREET SECTIONS  
NTS

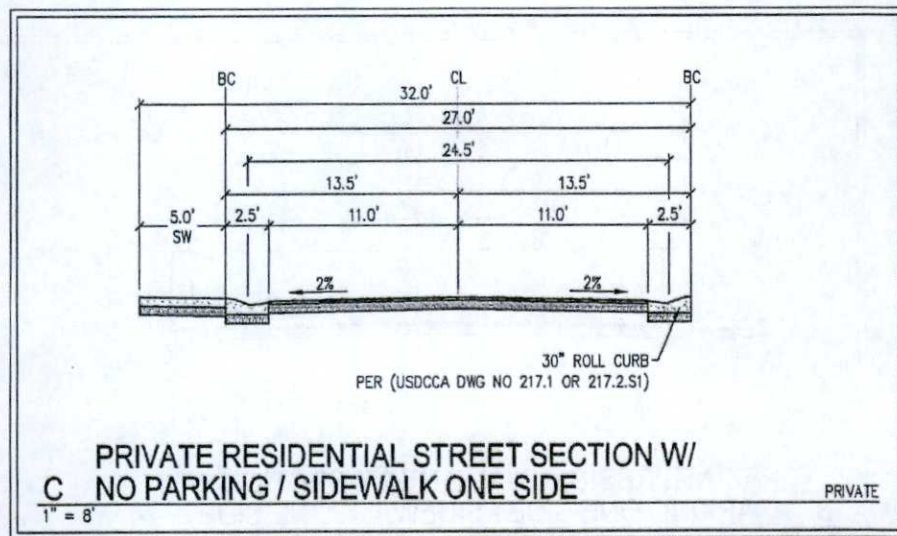


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**S-H** SLATER  
HANIFAN  
GROUP

PRIVATE GATED STREET SECTIONS

NTS



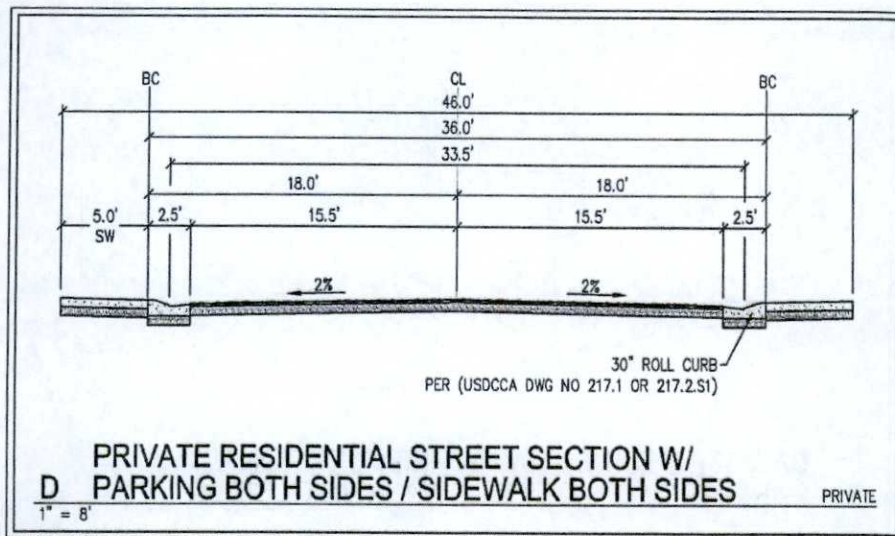
**SLATER  
 HANIFAN  
 GROUP**

**PRIVATE GATED STREET SECTIONS**

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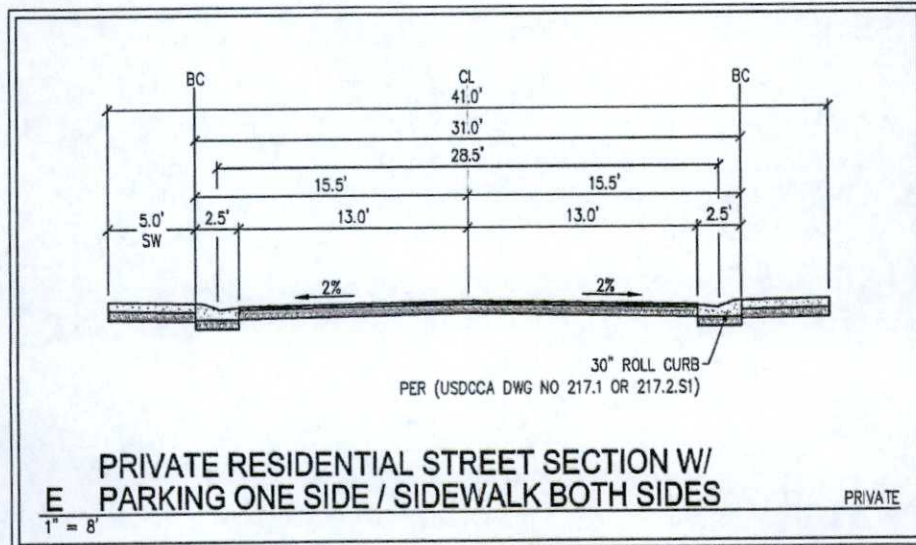


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**SLATER  
HANIFAN  
GROUP**

**PRIVATE GATED STREET SECTIONS**  
NTS

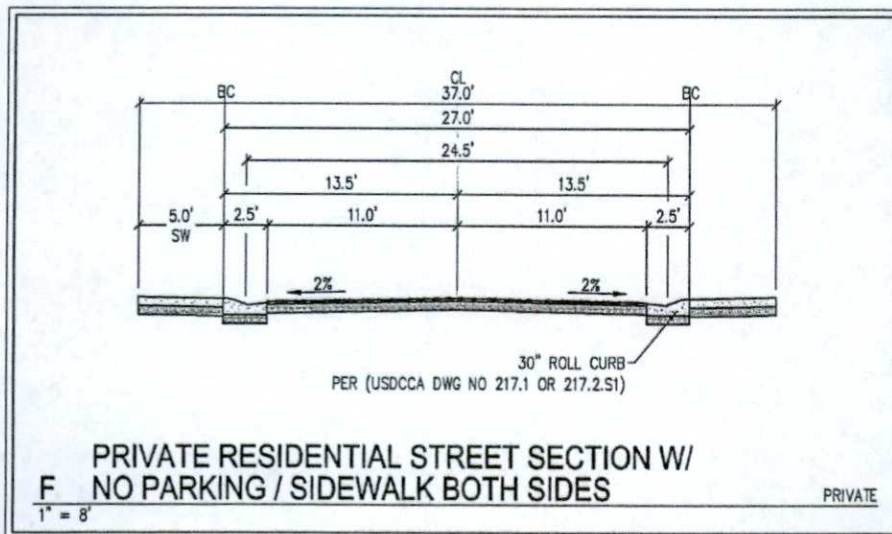




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**S-I-G** SLATER  
HANIFAN  
GROUP

PRIVATE GATED STREET SECTIONS  
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**S-I-G** SLATER  
 HANIFAN  
 GROUP

PRIVATE GATED STREET SECTIONS

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## Appendix A – Plant List

| Botanical Name                                 | Common Name            |
|------------------------------------------------|------------------------|
| <b>Trees</b>                                   |                        |
| <i>Acacia aneura</i>                           | Mulga Acacia           |
| <i>Acacia constricta</i>                       | White Thorn Acacia     |
| <i>Acacia farnesiana</i> (=A. <i>smallii</i> ) | Sweet Acacia           |
| <i>Acacia greggii</i>                          | Cat's Claw Acacia      |
| <i>Acacia pendula</i>                          | Weeping Acacia         |
| <i>Acacia salicina</i>                         | Willow Acacia          |
| <i>Acacia schaffneri</i>                       | Twisted Acacia         |
| <i>Acacia stenophylla</i>                      | Shoestring Acacia      |
| <i>Arbutus unedo</i>                           | Strawberry Tree        |
| <i>Bismarckia nobilis</i>                      | Bismarck Palm          |
| <i>Brachychiton populneus</i>                  | Bottle Tree            |
| <i>Brahea armata</i>                           | Mexican Blue Palm      |
| <i>Butia capitata</i>                          | Pindo Palm             |
| <i>Cedrus atlantica</i> 'glauca'               | Blue Atlas Cedar       |
| <i>Cedrus deodora</i>                          | Deodar Cedar           |
| <i>Celtis occidentalis</i>                     | Common Hackberry       |
| <i>Celtis reticulata</i>                       | Netleaf Hackberry      |
| <i>Ceratonia siliqua</i>                       | Carob Tree             |
| <i>Cercis canadensis</i>                       | Eastern Redbud         |
| <i>Cercis occidentalis</i>                     | Western Redbud         |
| <i>Chamaerops humilis</i>                      | Mediterranean Fan Palm |
| <i>Chilopsis linearis</i> + hybrids            | Desert Willow          |
| <i>x Chitalpa tashkentensis</i>                | Chitalpa               |
| <i>Cordia boissieri</i>                        | Texas Olive            |
| <i>Cotinus coggygria</i>                       | Smoke Tree             |
| <i>Cupressus glabra</i>                        | Arizona Cypress        |
| <i>Cupressus sempervirens</i>                  | Italian Cypress        |
| <i>Ebenopsis ebano</i> (=Pithecellobium)       | Texas Ebony            |
| <i>Elaeocarpus decipiens</i>                   | Japanese Blueberry     |
| <i>Eriobotrya japonica</i>                     | Loquat                 |
| <i>Eucalyptus microtheca</i>                   | Coolibah Tree          |
| <i>Eucalyptus polyanthemos</i>                 | Silver Dollar Gum      |
| <i>Eucalyptus species</i>                      | Eucalyptus/Gum Tree    |
| <i>Eysenhardtia orthocarpa</i>                 | Kidneywood             |
| <i>Fraxinus greggii</i>                        | Littleleaf Ash         |
| <i>Fraxinus oxycarpa</i> 'Raywood'             | Raywood Ash            |
| <i>Fraxinus velutina</i>                       | Arizona Ash            |
| <i>F. v. glabra</i>                            | Modesto Ash            |
| <i>F. v. 'Rio Grande,' 'Fan-Tex'</i>           | Fan-Tex/Rio Grande Ash |
| <i>Geijera parviflora</i>                      | Australian Willow      |
| <i>Gleditsia triacanthos</i> cultivars         | Honey Locust           |
| <i>Koelreuteria bipinnata</i>                  | Chinese Flame Tree     |

| Botanical Name                                                 | Common Name                  |
|----------------------------------------------------------------|------------------------------|
| <b>Trees</b>                                                   |                              |
| <i>Koelreuteria paniculata</i>                                 | Goldenrain Tree              |
| <i>Lagerstroemia indica</i>                                    | Crape Myrtle                 |
| <i>Laurus nobilis</i>                                          | Bay Laurel                   |
| <i>Leucaena retusa</i>                                         | Golden Ball Lead Tree        |
| <i>Olea europaea</i> 'Swan Hill,' 'Wilson'                     | Swan Hill or Wilson Olive    |
| <i>Parkinsonia aculeata</i>                                    | Mexican Palo Verde           |
| <i>Parkinsonia florida</i>                                     | Blue Palo Verde              |
| <i>Parkinsonia microphylla</i>                                 | Foothills Palo Verde         |
| <i>Parkinsonia</i> x 'Desert Museum'                           | Desert Museum Palo Verde     |
| <i>Parkinsonia</i> x 'Sonoran Emerald'                         | Sonoran Emerald Palo Verde   |
| <i>Phoenix canariensis</i>                                     | Canary Island Date Palm      |
| <i>Phoenix dactylifera</i>                                     | Date Palm                    |
| <i>Pinus eldarica</i>                                          | Mondell/Afghan Pine          |
| <i>Pinus halepensis</i>                                        | Aleppo Pine                  |
| <i>Pinus pinea</i>                                             | Stone Pine                   |
| <i>Pinus roxburghii</i>                                        | Chir Pine                    |
| <i>Pistachia chinensis</i>                                     | Chinese Pistache             |
| <i>Pistachia chinensis</i> 'Red Push'                          | Red Push Pistache            |
| <i>Pistachia lentiscus</i>                                     | Mastic Tree                  |
| <i>Pittosporum angustifolium</i> (= <i>P. phylliraeoides</i> ) | Willow Pittosporum           |
| <i>Platanus acerifolia</i>                                     | London Plane Tree, Sycamore  |
| <i>Platanus mexicanum</i>                                      | Mexican Sycamore             |
| <i>Platanus wrightii</i>                                       | Arizona Sycamore             |
| <i>Podocarpus macrophyllus</i>                                 | Yew Pine                     |
| <i>Prosopis alba</i>                                           | Argentine Mesquite           |
| var. 'Colorado'                                                | Colorado Mesquite            |
| var. 'Cooperi'                                                 | Thornless Argentine Mesquite |
| <i>Prosopis chilensis</i>                                      | Chilean Mesquite             |
| var. 'Thornless' or 'Arizona'                                  | Thornless Chilean Mesquite   |
| <i>Prosopis glandulosa glandulosa</i>                          | Texas Honey Mesquite         |
| var. 'Maverick'                                                | Thornless Honey Mesquite     |
| <i>Prosopis glandulosa torreyana</i>                           | Western Honey Mesquite       |
| <i>Prosopis pubescens</i>                                      | Screwbean Mesquite           |
| <i>Prosopis velutina</i> (= <i>juliflora</i> )                 | Native/Velvet Mesquite       |
| <i>Prosopis</i> x 'Phoenix'                                    | Thornless Hybrid Mesquite    |
| <i>Prosopis</i> x 'Rio Salado'                                 | Thornless Hybrid Mesquite    |
| <i>Pyrus calleryana</i>                                        | Ornamental Pear              |
| <i>Pyrus calleryana</i> 'Bradford'                             | Bradford Pear                |
| <i>Quercus buckleyi</i>                                        | Texas Red Oak                |
| <i>Quercus buckleyi</i> 'Red Rock'                             | Red Rock Oak                 |
| <i>Quercus fusiformis</i>                                      | Escarpment Oak               |
| <i>Quercus ilex</i>                                            | Holly Oak                    |
| <i>Quercus lobata</i>                                          | Valley Oak                   |
| <i>Quercus macrocarpa</i>                                      | Bur Oak                      |
| <i>Quercus muhlenbergia</i>                                    | Chinquapin Oak               |



| Botanical Name                                                        | Common Name                  |
|-----------------------------------------------------------------------|------------------------------|
| <b>Trees</b>                                                          |                              |
| <i>Quercus shumardii</i>                                              | Shumard Oak                  |
| <i>Quercus suber</i>                                                  | Cork Oak                     |
| <i>Quercus virginiana</i>                                             | Southern Live Oak            |
| <i>Q. v. 'Cathedral'</i>                                              | Cathedral Live Oak           |
| <i>Q. v. 'Heritage'</i>                                               | Heritage Live Oak            |
| <i>Q. v. 'High Rise'</i>                                              | High Rise Live Oak           |
| <i>Rhus lancea</i>                                                    | African Sumac                |
| <i>Rhus lanceolata</i>                                                | Prairie/Flameleaf Sumac      |
| <i>Robinia pseudoacacia</i>                                           | Black Locust                 |
| <i>Robinia x ambigua</i>                                              | Idaho Locust                 |
| <i>Robinia x ambigua 'Purple Robe'</i>                                | Purple Robe Locust           |
| <i>Sambucus nigra ssp. cerulea</i>                                    | Blue Elderberry              |
| <i>Schinus molle</i>                                                  | California Pepper Tree       |
| <i>Sophora japonica</i>                                               | Japanese Pagoda Tree         |
| <i>Sophora secundiflora</i>                                           | Texas Mountain Laurel        |
| <i>S.s. v. 'Silver Peso' &amp; 'Sierra Silver'</i>                    | Silver Mountain Laurel       |
| <i>Trachycarpus fortunei</i>                                          | Windmill Palm                |
| <i>Ulmus parvifolia</i>                                               | Lacebark Elm                 |
| <i>Ungnadia speciosa</i>                                              | Mexican Buckeye              |
| <i>Vitex agnus-castus</i>                                             | Chaste Tree                  |
| <i>Washingtonia filifera</i>                                          | California Fan Palm          |
| <i>Washingtonia robusta</i>                                           | Mexican Fan Palm             |
| <i>Xylosma congestum</i>                                              | Xylosma                      |
| <i>Zelkova serrata</i>                                                | Japanese/Sawleaf Zelkova     |
| <i>Ziziphus jujuba</i>                                                | Chinese Date/Jujube          |
| <b>LIMITED USE AND FRUIT TREES (NOT APPROPRIATE IN ALL LOCATIONS)</b> |                              |
| <i>Albizia julibrissin</i>                                            | Mimosa/Silk Tree             |
| <i>Cinnamomum camphora</i>                                            | Camphor Tree                 |
| <i>Citrus sp.</i>                                                     | Citrus Tree                  |
| <i>Ficus carica</i>                                                   | Fig Tree                     |
| <i>Ligustrum japonicum</i>                                            | Waxleaf/Japanese Privet      |
| <i>Ligustrum lucidum</i>                                              | Glossy Privet                |
| <i>Lysiloma watsonii</i>                                              | Fern of the Desert           |
| <i>Magnolia grandiflora 'Little Gem'</i>                              | Southern/Little Gem Magnolia |
| <i>Malus sp.</i>                                                      | Apple Tree                   |
| <i>Paulownia tomentosa</i>                                            | Sapphire Dragon Tree         |
| <i>Pinus thunbergiana</i>                                             | Japanese Black Pine          |
| <i>Prunus sp. (dwarf)</i>                                             | Dwarf Fruit Trees            |
| <i>Prunus caroliniana</i>                                             | Carolina Laurel Cherry       |
| <i>Prunus cerasifera</i>                                              | Purple Leaf Plum             |
| <i>Prunus dulcis</i>                                                  | Almond Tree                  |
| <i>Prunus mume</i>                                                    | Japanese Flowering Apricot   |
| <i>Punica sp.</i>                                                     | Pomegranate                  |

| Botanical Name                                           | Common Name                             |
|----------------------------------------------------------|-----------------------------------------|
| <b>Shrubs</b>                                            |                                         |
| <i>Abelia x grandiflora</i>                              | Glossy Abelia                           |
| <i>Abutilon palmeri</i>                                  | Velvet-leaf Mallow, Superstition Mallow |
| <i>Acacia berlandieri</i>                                | Berlandier Acacia, Guajillo             |
| <i>Acacia craspedocarpa</i>                              | Leatherleaf Acacia, Waxleaf A.          |
| <i>Acacia cultriformis</i>                               | Knifeleaf Acacia, Knife Acacia          |
| <i>Acacia redolens</i>                                   | Creeping Acacia, Prostrate Acacia       |
| <i>Acacia rigidula</i>                                   | Blackbrush Acacia                       |
| <i>Alyogne huegelii</i>                                  | Blue Hibiscus                           |
| <i>Ambrosia dumosa</i>                                   | White Bursage, Burrobush                |
| <i>Ambrosia eriocentra</i>                               | Wooly Bursage                           |
| <i>Anisacanthus quadrifidus-wrightii</i> 'Mexican Flame' | Mexican Flame                           |
| <i>Anisodonteia hypomandarum</i>                         | Pink Desert Hibiscus, African Mallow    |
| <i>Artemisia filifolia</i>                               | Sand Sage                               |
| <i>Artemisia tridentata</i>                              | Big Sage Brush                          |
| <i>Asclepias subulata</i>                                | Desert Milkweed                         |
| <i>Atriplex canescens</i>                                | Four-Wing Saltbush                      |
| <i>Atriplex confertifolia</i>                            | Shadscale                               |
| <i>Atriplex hymenelytra</i>                              | Saltbush, Desert Holly                  |
| <i>Atriplex lentiformis</i>                              | Quailbush, Big Saltbush                 |
| <i>Atriplex lentiformis breweri</i>                      | Brewer's Saltbush, Quail Bush           |
| <i>Atriplex polycarpa</i>                                | Desert Saltbush                         |
| <i>Baccharis sarothroides</i>                            | Desert Broom, Coyote Bush               |
| <i>Baccharis x 'Centennial'</i> (female hybrid)          | Centennial Broom                        |
| <i>Baccharis x 'Starn'</i> (male hybrid)                 | Thompson Broom                          |
| <i>Bebbia juncea</i>                                     | Sweet Bush                              |
| <i>Berberis fremontii</i>                                | Fremont's Barberry                      |
| <i>Berberis thunbergii</i>                               | Japanese Barberry                       |
| <i>Buddleja davidii</i>                                  | Butterfly Bush                          |
| <i>Buddleja marrubifolia</i>                             | Wooly Butterfly Bush                    |
| <i>Buddleja utahensis</i>                                | Utah Butterfly Bush                     |
| <i>Buxus microphylla</i> 'Japonica'                      | Japanese Boxwood                        |
| <i>Caesalpinia gilliesii</i>                             | Yellow Bird of Paradise                 |
| <i>Caesalpinia mexicana</i>                              | Mexican Bird of Paradise                |
| <i>Caesalpinia pulcherrima</i>                           | Red Bird of Paradise                    |
| <i>Calliandra californica</i>                            | Baja Fairy Duster                       |
| <i>Calliandra eriophylla</i>                             | Pink Fairy Duster                       |
| <i>Callistemon citrinus</i>                              | Bottlebrush, Lemon Bottlebrush          |
| <i>Callistemon citrinus</i> 'Nana'                       | Dwarf Bottlebrush                       |
| <i>Caryopteris x clandonensis</i> 'Dark Knight'          | Blue Mist Spirea                        |
| <i>Chamaebatiaria millefolium</i>                        | Fern Bush, Desert Sweet                 |
| <i>Chrysactinia mexicana</i>                             | Damianta                                |



| Botanical Name                                                                 | Common Name                             |
|--------------------------------------------------------------------------------|-----------------------------------------|
| <b>Shrubs</b>                                                                  |                                         |
| <i>Chrysothamnus viscidiflorus</i>                                             | Yellow Rabbit Brush, Green Rabbit Brush |
| <i>Cistus hybridus</i>                                                         | White Rockrose                          |
| <i>Cistus purpureus</i>                                                        | Purple Rock Rose, Orchid Rockrose       |
| <i>Coleogyne ramosissima</i>                                                   | Blackbrush                              |
| <i>Cordia parvifolia</i>                                                       | Little Leaf Cordia                      |
| <i>Cotoneaster congestus</i>                                                   | Pyrenees Cotoneaster                    |
| <i>Cotoneaster glaucophyllus</i>                                               | Gray-Leaf Cotoneaster                   |
| <i>Cotoneaster lacteus</i>                                                     | Red Clusterberry                        |
| <i>Cotoneaster microphyllus</i>                                                | Rockspray                               |
| <i>Dalea bicolor</i> 'argyrea'                                                 | Silver Dalea                            |
| <i>Dalea frutescens</i>                                                        | Black Dalea                             |
| <i>Dalea pulchra</i>                                                           | Pink Indigo Bush                        |
| <i>Dodonaea viscosa</i>                                                        | Purple Hopseed Bush                     |
| <i>Duranta erecta</i> 'Sweet Memory'                                           | Golden Dewdrop, Sky Flower              |
| <i>Elaeagnus pungens</i>                                                       | Silverberry                             |
| <i>Elaeagnus x ebbingei</i>                                                    | Ebbing's Silverberry                    |
| <i>Encelia farinosa</i>                                                        | Brittlebush                             |
| <i>Encelia virginensis</i>                                                     | Virgin River Brittlebush                |
| <i>Ephedra nevadensis</i>                                                      | Nevada Jointfir, Nevada Mormon Tea      |
| <i>Ephedra viridis</i>                                                         | Mormon Tea                              |
| <i>Eremophila decipiens</i>                                                    | Slender Fuchsia                         |
| <i>Eremophila laanii</i> 'Pink Beauty'                                         | Pink Beauty Emu Bush                    |
| <i>Eremophila glabra</i> 'Murchinson River'                                    | Fire and Ice Emu Bush                   |
| <i>Eremophila maculata</i>                                                     | Spotted Emu Bush                        |
| <i>Eremophila maculata</i> 'Valentine'                                         | Valentine Emu Bush                      |
| <i>Eremophila maculata</i> 'Winter Gold'                                       | Winter Gold Emu Bush                    |
| <i>Eremophila racemosa</i>                                                     | Easter Egg Eremophila                   |
| <i>Eremophila</i> x 'Summertime Blue' ( <i>polyclada</i> x <i>divaricata</i> ) | Summertime Blue Emu Bush                |
| <i>Eremophila</i> sp.                                                          | Eremophila, Emu Bush                    |
| <i>Ericameria cuneata</i>                                                      | Cliff Goldenbush                        |
| <i>Ericameria laricifolia</i>                                                  | Turpentine Bush                         |
| <i>Eriodictyon angustifolium</i>                                               | Yerba Santa                             |
| <i>Eriogonum corymbosum</i> var. <i>nilesii</i>                                | Las Vegas Valley Buckwheat              |
| <i>Eriogonum fasciculatum</i>                                                  | Wild Buckwheat, California Buckwheat    |
| <i>Eriogonum</i> sp.                                                           | Buckwheat                               |
| <i>Euonymus japonica</i>                                                       | Evergreen Euonymus                      |
| <i>Euonymus japonica</i> 'Aureo-Variegata'                                     | Gold Spot Euonymus                      |
| <i>Euonymus japonica</i> 'Microphylla'                                         | Box-leaf Euonymus                       |
| <i>Euonymus japonica</i> 'Silver King'                                         | Silver King Euonymus                    |
| <i>Fallugia paradoxa</i>                                                       | Apache Plume                            |



| Botanical Name                                 | Common Name                        |
|------------------------------------------------|------------------------------------|
| <b>Shrubs</b>                                  |                                    |
| <i>Feijoa sellowiana</i>                       | Pineapple Guava                    |
| <i>Forestiera pubescens (neomexicana)</i>      | Desert Olive, New Mexico Privet    |
| <i>Fraxinus greggii</i>                        | Little Leaf Ash                    |
| <i>Genista tinctoria</i>                       | Dyer's Greenwood                   |
| <i>Gutierrezia sarothrae</i>                   | Snakeweed                          |
| <i>Juniperus chinensis 'Blue Point'</i>        | Blue Point Juniper                 |
| <i>Juniperus chinensis 'Spartan'</i>           | Spartan Chinese Juniper            |
| <i>Juniperus chinensis 'Sea Green'</i>         | Sea Green Juniper                  |
| <i>Juniperus chinensis 'Torulosa'</i>          | Hollywood Twisted Juniper          |
| <i>Juniperus sabina 'Tamariscifolia'</i>       | Tam Juniper                        |
| <i>Juniperus scopulorum 'Gray Gleam'</i>       | Gray Gleam Juniper                 |
| <i>Juniperus sp.</i>                           | Juniper                            |
| <i>Justicia californica</i>                    | California Justicia, Chuparosa     |
| <i>Justicia candicans</i>                      | Red Justicia                       |
| <i>Justicia spicigera</i>                      | Mexican Honeysuckle                |
| <i>Keckellia antirrhinoides</i>                | Yellow Snapdragon Bush             |
| <i>Krascheninnikovia lanata</i>                | Winterfat                          |
| <i>Lantana camara</i>                          | Bush Lantana                       |
| <i>Lantana camara 'Radiation'</i>              | Radiation Lantana                  |
| <i>Larrea tridentata</i>                       | Creosote Bush                      |
| <i>Leucophyllum candidum 'Silver Cloud'</i>    | Silver Cloud Texas Ranger          |
| <i>Leucophyllum candidum 'Thunder Cloud'</i>   | Thunder Cloud Texas Ranger         |
| <i>Leucophyllum frutescens</i>                 | Texas Ranger, Texas Sage, Cenizo   |
| <i>Leucophyllum frutescens 'Compacta'</i>      | Compact Texas Ranger               |
| <i>Leucophyllum frutescens 'Green Cloud'</i>   | Green Cloud Texas Ranger           |
| <i>Leucophyllum frutescens 'White Cloud'</i>   | White Cloud Texas Ranger           |
| <i>Leucophyllum langmaniae 'Lynn's Legacy'</i> | Lynn's Legacy Texas Ranger         |
| <i>Leucophyllum langmaniae 'Rio Bravo'</i>     | Rio Bravo Texas Ranger             |
| <i>Leucophyllum laevigatum</i>                 | Chihuahuan Sage                    |
| <i>Leucophyllum pruinosum 'Sierra Bouquet'</i> | Sierra Bouquet Texas Ranger        |
| <i>Leucophyllum revolutum 'Houdini'</i>        | Houdini Texas Ranger               |
| <i>Leucophyllum zygophyllum 'Cimarron'</i>     | Blue Texas Ranger, Cimarron Ranger |
| <i>Leucophyllum x 'Rain Cloud'</i>             | Rain Cloud Texas Ranger            |
| <i>Lycium andersonii</i>                       | Wolf Berry                         |
| <i>Lycium cooperi</i>                          | Cooper's Wolfberry                 |
| <i>Lycium pallidum var. oligospermum</i>       | Pale Wolfberry                     |
| <i>Malpighia glabra 'Mariquita'</i>            | Barbados Cherry                    |
| <i>Myrtus communis</i>                         | Classic Myrtle                     |
| <i>Myrtus communis boetica</i>                 | Twisted Myrtle                     |
| <i>Myrtus communis 'Compacta'</i>              | Compact Myrtle                     |
| <i>Nerium oleander</i>                         | Oleander                           |



| Botanical Name                               | Common Name                            |
|----------------------------------------------|----------------------------------------|
| <b>Shrubs</b>                                |                                        |
| <i>Nerium oleander</i> 'Petite'              | Dwarf Oleander                         |
| <i>Phlomis fruticosa</i>                     | Shrubby Jerusalem Sage                 |
| <i>Phlomis lanata</i>                        | Jerusalem Sage                         |
| <i>Plumbago auriculata</i>                   | Cape Plumbago                          |
| <i>Poliomintha maderensis</i>                | Lavender Spice, Mexican Oregano        |
| <i>Prunus fasciculata</i>                    | Desert Almond                          |
| <i>Psoralea arguta</i>                       | Indigo Bush                            |
| <i>Psoralea polydenia</i>                    | Nevada Smokebush                       |
| <i>Punica granatum</i> 'Nana'                | Dwarf Pomegranate                      |
| <i>Purshia mexicana</i>                      | Mexican Cliffrose                      |
| <i>Purshia stansburiana</i> (=Cowania)       | Cliff Rose                             |
| <i>Pyracantha</i> sp.                        | Pyracantha, Firethorn                  |
| <i>Quercus turbinella</i>                    | Scrub Live Oak                         |
| <i>Rhus microphylla</i>                      | Littleleaf Sumac                       |
| <i>Rhus ovata</i>                            | Sugar Bush                             |
| <i>Rhus trilobata</i>                        | Squaw Bush / Skunk Bush                |
| <i>Rhus virens</i>                           | Evergreen Sumac                        |
| <i>Romneya coulteri</i>                      | Matilija Poppy, Fried Egg Poppy        |
| <i>Rosa</i> sp.                              | Rose                                   |
| <i>Rosa woodsii</i>                          | Woods' Rose                            |
| <i>Rosmarinus officinalis</i>                | Rosemary                               |
| <i>Ruellia peninsularis</i>                  | Desert Ruellia                         |
| <i>Russelia equisetiformis</i>               | Coral Fountain                         |
| <i>Salazaria mexicana</i>                    | Bladdersage                            |
| <i>Salvia chamaedryoides</i>                 | Mexican Blue Sage                      |
| <i>Salvia clevelandii</i>                    | Chaparral Sage                         |
| <i>Salvia coccinea</i>                       | Scarlet Sage                           |
| <i>Salvia dorrii</i>                         | Purple Sage, Desert Sage               |
| <i>Salvia greggii</i>                        | Autumn Sage                            |
| <i>Salvia leucantha</i>                      | Mexican Bush Sage                      |
| <i>Salvia microphylla</i> 'Sierra Madre'     | Sierra Madre Sage                      |
| <i>Salvia mohavensis</i>                     | Mojave Sage                            |
| <i>Salvia</i> sp.                            | Sage                                   |
| <i>Sambucus mexicana</i>                     | Mexican Elderberry                     |
| <i>Santolina chamaecyparissus</i>            | Lavender Cotton, Gray Santolina        |
| <i>Santolina rosmarinifolia</i> (=S. virens) | Green Lavender Cotton, Green Santolina |
| <i>Senna armata</i> (=Cassia)                | Spiny Senna                            |
| <i>Senna artemisioides</i> (=Cassia)         | Feathery Senna, Feathery Cassia        |
| <i>Senna lindheimeriana</i> (=Cassia)        | Velvet-leaf Senna                      |
| <i>Senna nemophila</i> (=Cassia)             | Desert Senna, Desert Cassia            |
| <i>Senna phyllodinea</i> (=Cassia)           | Silvery Senna, Silver Leaf Cassia      |

| Botanical Name                                                     | Common Name                           |
|--------------------------------------------------------------------|---------------------------------------|
| <b>Shrubs</b>                                                      |                                       |
| <i>Senna wislizenii</i> (=Cassia)                                  | Shrubby Senna, Shrubby Cassia         |
| <i>Simmondsia chinensis</i>                                        | Jojoba                                |
| <i>Simmondsia chinensis</i> 'Vista'                                | Compact Jojoba                        |
| <i>Sophora arizonica</i>                                           | Arizona Mescal Bean                   |
| <i>Tecoma stans</i>                                                | Yellow Trumpet Flower, Yellow Bells   |
| <i>Tecoma</i> x 'Orange Jubilee'                                   | 'Orange Jubilee' Tecoma, Orange Bells |
| <i>Tecoma</i> x 'Sunrise' <sup>TM</sup>                            | 'Sunrise' Tecoma                      |
| <i>Teucrium chamaedrys</i>                                         | Germander                             |
| <i>Thamnosma montana</i>                                           | Turpentine Broom                      |
| <i>Vauquelinia californica</i>                                     | Arizona Rosewood                      |
| <i>Vauquelinia corymbosa</i> var. <i>heterodon</i>                 | Narrowleaf Rosewood                   |
| <i>Wedelia texana</i> 'Devil's River' (= <i>Zexmenia hispida</i> ) | Devil's River, Orange Daisy           |
| <i>Xylosma congestum</i>                                           | Xylosma                               |
| <i>Xylosma congestum</i> 'Compacta'                                | Dwarf Xylosma                         |
| <i>Ziziphus obtusifolia</i>                                        | Greythorn                             |

| Botanical Name                                               | Common Name                             |
|--------------------------------------------------------------|-----------------------------------------|
| <b>Groundcovers</b>                                          |                                         |
| <i>Abronia villosa</i>                                       | Desert Sand Verbena                     |
| <i>Acacia redolens</i> 'Desert Carpet'                       | Desert Carpet Creeping Acacia           |
| <i>Acalypha monostachys</i>                                  | Raspberry Fuzzies                       |
| <i>Aptenia cordifolia</i>                                    | Hearts and Flowers, Red Apple Ice Plant |
| <i>Asteriscus maritimus</i>                                  | Gold Coin Daisy                         |
| <i>Baccharis pilularis</i> 'Pigeon Point'                    | Dwarf Coyote Brush                      |
| <i>Berberis repens</i> = <i>Mahonia repens</i>               | Creeping Oregon Grape                   |
| <i>Calylophus hartwegii</i>                                  | Sierra Sundrop                          |
| <i>Cephalophyllum speciosum</i> 'Red Spike'                  | Red Spike Iceplant                      |
| <i>Cerastium tomentosum</i>                                  | Snow-in-Summer                          |
| <i>Conoclinium greggii</i> 'Boothill' (= <i>Eupatorium</i> ) | Boothill Eupatorium                     |
| <i>Convolvulus cneorum</i>                                   | Bush Morning Glory                      |
| <i>Convolvulus mauritanicus</i>                              | Ground Morning Glory                    |
| <i>Cotoneaster horizontalis</i>                              | Rock Cotoneaster                        |
| <i>Dalea capitata</i> 'Sierra Gold'                          | Sierra Gold Dalea                       |
| <i>Dalea greggii</i>                                         | Prostrate Indigo Bush                   |
| <i>Dichondra argentea</i> 'Silver Falls'                     | Silver Dichondra, Kidneyweed            |
| <i>Dichondra micrantha</i>                                   | Green Dichondra                         |
| <i>Drosanthemum cooperi</i>                                  | Purple Iceplant                         |
| <i>Euonymus fortunei</i> 'Coloratus'                         | Purple-leaf Wintercreeper               |
| <i>Euphorbia rigida</i>                                      | Spurge, Gopher Plant                    |



| Botanical Name                                  | Common Name                        |
|-------------------------------------------------|------------------------------------|
| <b>Groundcovers</b>                             |                                    |
| <i>Gazania rigens</i>                           | Gazania, Treasure Flower           |
| <i>Glandularia gooddingii</i> (=Verbena)        | Goodding Verbena                   |
| <i>Glandularia peruviana</i> (=Verbena)         | Peruvian Verbena                   |
| <i>Glandularia pulchella</i> (= Verbena)        | Moss Verbena                       |
| <i>Glandularia tenera</i> (=Verbena)            | Rock Verbena                       |
| <i>Juniperus chinensis procumbens</i>           | Japanese Garden Juniper            |
| <i>Juniperus conferta</i>                       | Shore Juniper                      |
| <i>Juniperus horizontalis</i> 'Prince of Wales' | Prince of Wales Juniper            |
| <i>Juniperus horizontalis</i> 'Wiltonii'        | Blue Carpet Juniper                |
| <i>Juniperus sabina</i> 'Buffalo'               | Buffalo Juniper                    |
| <i>Lantana montevidensis</i>                    | Trailing Lantana                   |
| <i>Malephora crocea</i>                         | Gray Ice Plant, Coppery Mesemb     |
| <i>Malephora lutea</i>                          | Rocky Point Ice Plant              |
| <i>Mirabilis multiflora</i>                     | Four O'Clock                       |
| <i>Muehlenbeckia axillaris</i>                  | Creeping Wire Vine                 |
| <i>Myoporum parvifolium</i>                     | Prostrate Myoporum                 |
| <i>Pyracantha fortuneana</i> 'Santa Cruz'       | Santa Cruz Pyracantha, Firethorn   |
| <i>Rosmarinus officinalis</i> 'prostratus'      | Prostrate Rosemary                 |
| <i>Sedum spectabile</i>                         | Stonecrop                          |
| <i>Sphaeralcea grossulariifolia</i>             | Goosefoot Mallow                   |
| <i>Stachys coccinea</i>                         | Texas Betony, Scarlet Hedge Nettle |
| <i>Tradescantia pallida</i> 'Purpurea'          | Purple Heart, Wandering Jew        |
| <i>Verbena rigida</i>                           | Sandpaper Verbena, Coarse Verbena  |
| <i>Vinca minor</i>                              | Dwarf Periwinkle                   |

| Botanical Name                              | Common Name                   |
|---------------------------------------------|-------------------------------|
| <b>Vines</b>                                |                               |
| <i>Antigonon leptopus</i>                   | Queen's Wreath, Coral Vine    |
| <i>Callaeum lilacaena</i> (=Mascagnia)      | Orchid Vine                   |
| <i>Campsis</i> sp.                          | Trumpet Creeper               |
| <i>Cissus trifoliata</i> var. <i>incisa</i> | Grape Ivy, Arizona Grape Ivy  |
| <i>Clematis ligusticifolia</i>              | Western Virgin's Bower        |
| <i>Ficus pumila</i>                         | Creeping Fig                  |
| <i>Gelsemium sempervirens</i>               | Carolina Jasmine              |
| <i>Hardenbergia violacea</i>                | Happy Wanderer, Lilac Vine    |
| <i>Jasminum mesnyi</i>                      | Primrose Jasmine              |
| <i>Lonicera japonica</i> 'Halliana'         | Hall's / Japanese Honeysuckle |
| <i>Macfadyena unguis-cati</i>               | Cat's Claw Vine               |
| <i>Maurandya antirrhiniflora</i>            | Snapdragon Vine               |



| Botanical Name                               | Common Name      |
|----------------------------------------------|------------------|
| <b>Vines</b>                                 |                  |
| <i>Parthenocissus</i> sp. 'Hacienda Creeper' | Hacienda Creeper |
| <i>Polygonum aubertii</i>                    | Silver Lace Vine |
| <i>Rosa banksiae</i>                         | Lady Bank's Rose |
| <i>Solanum jasminoides</i>                   | Potato Vine      |
| <i>Tecomaria capensis</i>                    | Cape Honeysuckle |
| <i>Vitis arizonica</i>                       | Canyon Grape     |
| <i>Vitis californica</i>                     | California Grape |
| <i>Vitis californica</i> 'Roger's Red'       | Rogers Red Grape |
| <i>Vitis</i> sp.                             | Grape            |

| Botanical Name                                     | Common Name                         |
|----------------------------------------------------|-------------------------------------|
| <b>Agaves, Cacti, Succulents, and Yuccas</b>       |                                     |
| <i>Agave americana</i>                             | Century Plant                       |
| <i>Agave americana</i> var. <i>aurea-marginata</i> | Yellow Margin Century Plant         |
| <i>Agave americana</i> var. <i>medio-picta</i>     | Medio Picta Century Plant           |
| <i>Agave angustifolia</i> var. <i>marginata</i>    | Variegated Agave                    |
| <i>Agave bovicornuta</i>                           | Cow's Horn Agave                    |
| <i>Agave bracteosa</i>                             | Green Spider Agave                  |
| <i>Agave colorata</i>                              | Mescal Ceniza                       |
| <i>Agave desmettiana</i>                           | Smooth Agave                        |
| <i>Agave filifera</i>                              | Thread-leaf Agave, Dark Green Agave |
| <i>Agave geminiflora</i>                           | Twin-Flowered Agave                 |
| <i>Agave havardiana</i>                            | Havard Agave                        |
| <i>Agave montana</i>                               | Mountain Agave                      |
| <i>Agave multiflora</i>                            | Chahuiqui                           |
| <i>Agave murpheyi</i>                              | Murphey's Agave                     |
| <i>Agave ocahui</i>                                | Agave Ocahui                        |
| <i>Agave ovatifolia</i>                            | Whale's Tongue Agave                |
| <i>Agave palmeri</i>                               | Palmer's Agave                      |
| <i>Agave parrasana</i>                             | Cabbage Head Agave                  |
| <i>Agave parryi</i>                                | Parry's Agave                       |
| <i>Agave parryi</i> var. <i>huachuensis</i>        | Huachuca Agave                      |
| <i>Agave parryi</i> var. <i>neomexicana</i>        | New Mexico Agave                    |
| <i>Agave parryi</i> var. <i>truncata</i>           | Artichoke Agave                     |
| <i>Agave salmiana</i> ssp. <i>ferox</i>            | Ferox Agave                         |
| <i>Agave scabra</i>                                | Rough-Leaved Agave                  |
| <i>Agave schidigera</i> 'Durango Delight'™         | Durango Delight Agave               |
| <i>Agave utahensis</i> ssp. <i>nevadensis</i>      | Nevada Agave                        |
| <i>Agave victoriae-reginae</i>                     | Queen Victoria Agave                |



| Botanical Name                                         | Common Name                        |
|--------------------------------------------------------|------------------------------------|
| <b>Agaves, Cacti, Succulents, and Yuccas</b>           |                                    |
| <i>Agave vilmoriniana</i>                              | Octopus Agave                      |
| <i>Agave weberi</i>                                    | Weber Agave                        |
| <i>Aloe arborescens</i>                                | Tree Aloe                          |
| <i>Aloe barbadensis</i>                                | Aloe Vera                          |
| <i>Aloe ferox</i>                                      | Tap Aloe, Cape Aloe                |
| <i>Aloe nobilius</i>                                   | Gold Tooth Aloe                    |
| <i>Aloe saponaria</i>                                  | African Aloe                       |
| <i>Aloe x 'Blue Elf'</i>                               | Blue Elf Aloe                      |
| <i>Aloe x spinosissima</i>                             | Spider Aloe                        |
| <i>Carnegiea gigantea</i>                              | Saguaro (spear)                    |
| <i>Carnegiea gigantea</i>                              | Saguaro (with arms)                |
| <i>Cereus hildmannianus</i> (= <i>peruvianus</i> )     | Peruvian Apple                     |
| <i>Cycas revoluta</i>                                  | Japanese Sago Palm                 |
| <i>Cylindropuntia acanthocarpa</i> (= <i>Opuntia</i> ) | Buckhorn Cholla                    |
| <i>Cylindropuntia arbuscula</i> (= <i>Opuntia</i> )    | Pencil Cholla                      |
| <i>Cylindropuntia bigelovii</i> (= <i>Opuntia</i> )    | Teddy Bear Cholla                  |
| <i>Cylindropuntia echinocarpa</i> (= <i>Opuntia</i> )  | Silver Cholla                      |
| <i>Cylindropuntia fulgida</i> (= <i>Opuntia</i> )      | Chain-Fruit Cholla, Jumping Cactus |
| <i>Cylindropuntia ramosissima</i> (= <i>Opuntia</i> )  | Diamond Cholla                     |
| <i>Cylindropuntia versicolor</i> (= <i>Opuntia</i> )   | Staghorn Cholla                    |
| <i>Dasyllirion acrotriche</i>                          | Green Desert Spoon                 |
| <i>Dasyllirion longissimum</i>                         | Stick Palm, Mexican Grass Tree     |
| <i>Dasyllirion wheeleri</i>                            | Desert Spoon                       |
| <i>Echinocactus grusonii</i>                           | Golden Barrel                      |
| <i>Echinocactus polycephalus</i>                       | Cottontop Cactus                   |
| <i>Echinocereus engelmannii</i>                        | Strawberry Hedgehog                |
| <i>Echinocereus triglochidiatus</i>                    | Claret Cup                         |
| <i>Escobaria vivipara</i> (= <i>Coryphantha</i> )      | Common Pincushion                  |
| <i>Escobaria vivipara</i> var. <i>bisbeana</i>         | Beehive Cactus                     |
| <i>Ferocactus acanthodes</i> (= <i>Cylindraceus</i> )  | Compass Barrel Cactus              |
| <i>Ferocactus wislizenii</i>                           | Fishhook Barrel Cactus             |
| <i>Fouquieria splendens</i>                            | Ocotillo                           |
| <i>Hesperaloe campanulata</i>                          | Bell-flowered Hesperaloe           |
| <i>Hesperaloe funifera</i>                             | Giant Sword Flower                 |
| <i>Hesperaloe nocturna</i>                             | Night Blooming Yucca               |
| <i>Hesperaloe parviflora</i>                           | Red Yucca                          |
| <i>Hesperaloe parviflora</i> 'Yellow'                  | Yellow Yucca                       |
| <i>Mammillaria tetrancistra</i>                        | Pincushion / Fishhook Cactus       |
| <i>Nolina bigelovii</i>                                | Bigelow's Nolina                   |
| <i>Nolina matapensis</i>                               | Treebear Grass                     |
| <i>Nolina microcarpa</i>                               | Bear Grass                         |



| Botanical Name                                                 | Common Name                                |
|----------------------------------------------------------------|--------------------------------------------|
| <b>Agaves, Cacti, Succulents, and Yuccas</b>                   |                                            |
| <i>Nolina nelsoni</i>                                          | Blue Nolina                                |
| <i>Nolina texana</i>                                           | Texas Bear Grass, Devil's Shoestring       |
| <i>Opuntia basilaris</i>                                       | Beavertail Cactus                          |
| <i>Opuntia chlorotica</i>                                      | Pancake Prickly Pear                       |
| <i>Opuntia engelmannii</i>                                     | Englemann's Prickly Pear                   |
| <i>Opuntia engelmannii acicularis</i>                          | Bristly Prickly Pear                       |
| <i>Opuntia engelmannii linguiformis</i>                        | Cow's Tongue, Angel's Wing Cactus          |
| <i>Opuntia erinacea 'erinacea'</i>                             | Old Man Prickly Pear                       |
| <i>Opuntia ficus-indica</i>                                    | Indian Fig Cactus                          |
| <i>Opuntia macrocentra</i>                                     | Black Spine Prickly Pear                   |
| <i>Opuntia microdasys</i>                                      | Bunny Ears                                 |
| <i>Opuntia phaeacantha</i>                                     | Mojave Prickly Pear                        |
| <i>Opuntia paraguayensis</i>                                   | Paraguay Cactus, Orange Tuna Cactus        |
| <i>Opuntia rivioreana</i>                                      | Orange Tuna Cactus                         |
| <i>Opuntia robusta</i>                                         | Silver Dollar Cactus, Giant Prickly Pear   |
| <i>Opuntia santa rita 'Tubac' (= O. violacea 'Santa Rita')</i> | Purple Prickly Pear, Purple Pancake        |
| <i>Opuntia turpinii (= Tephrocactus)</i>                       | Pine Cone Prickly Pear, Paper Spine Cactus |
| <i>Oreocereus celsianus</i>                                    | Old Man Of the Andes                       |
| <i>Tephrocactus articulatus</i>                                | Paper Spine Cactus, Pine Cone Cactus       |
| <i>Trichocereus pachanoi (= Echinopsis)</i>                    | San Pedro Cactus                           |
| <i>Trichocereus spachianus (= Echinopsis)</i>                  | Golden Torch Cactus                        |
| <i>Trichocereus sp (= Echinopsis)</i>                          | Cacti                                      |
| <i>Yucca aloifolia</i>                                         | Spanish Bayonet                            |
| <i>Yucca australis</i>                                         | Australis Yucca                            |
| <i>Yucca baccata</i>                                           | Banana Yucca                               |
| <i>Yucca brevifolia</i>                                        | Joshua Tree                                |
| <i>Yucca constricta</i>                                        | Constricta Yucca                           |
| <i>Yucca elata</i>                                             | Soaptree Yucca                             |
| <i>Yucca faxoniana</i>                                         | Palm Yucca                                 |
| <i>Yucca filamentosa</i>                                       | Adam's Needle                              |
| <i>Yucca glauca</i>                                            | Soapweed, Narrowleaf Yucca                 |
| <i>Yucca gloriosa</i>                                          | Spanish Dagger                             |
| <i>Yucca harrimaniae</i>                                       | Harriman's Yucca                           |
| <i>Yucca pallida</i>                                           | Pale Leaf Yucca                            |
| <i>Yucca recurvifolia</i>                                      | Weeping Yucca, Pendulous Yucca             |
| <i>Yucca rigida</i>                                            | Blue Yucca                                 |
| <i>Yucca rostrata</i>                                          | Beaked Yucca                               |
| <i>Yucca rupicola</i>                                          | Twisted Yucca                              |
| <i>Yucca schidigera</i>                                        | Mojave Yucca                               |
| <i>Yucca schottii</i>                                          | Mountain Yucca                             |
| <i>Yucca thompsoniana</i>                                      | Thompson's Yucca                           |



| Botanical Name                               | Common Name                        |
|----------------------------------------------|------------------------------------|
| <b>Agaves, Cacti, Succulents, and Yuccas</b> |                                    |
| <i>Yucca torreyi</i>                         | Torrey Yucca                       |
| <i>Yucca whipplei</i>                        | Our Lord's Candle, Chaparral Yucca |

| Botanical Name                                       | Common Name                         |
|------------------------------------------------------|-------------------------------------|
| <b>Ornamental Grasses</b>                            |                                     |
| <i>Achnatherum hymenoides</i> (= <i>Oryzopsis</i> )  | Indian Ricegrass                    |
| <i>Achnatherum speciosum</i>                         | Desert Needlegrass                  |
| <i>Aristida purpurea</i>                             | Purple Threeawn                     |
| <i>Bouteloua curtipendula</i>                        | Side-Oats Grama                     |
| <i>Bouteloua gracilis</i>                            | Blue Grama Grass                    |
| <i>Calamagrostis x acutifolia</i>                    | Feather Reed Grass                  |
| <i>Cortaderia selloana</i>                           | Pampas Grass                        |
| <i>Cortaderia selloana</i> 'Pumila'                  | Dwarf Pampas Grass                  |
| <i>Festuca ovina</i>                                 | Blue Fescue                         |
| <i>Festuca ovina</i> var. <i>brachyphylla</i>        | Sheep Fescue                        |
| <i>Helictotrichon sempervirens</i>                   | Blue Oat Grass                      |
| <i>Miscanthus sinensis</i>                           | Maiden Grass, Japanese Silver Grass |
| <i>Miscanthus sinensis</i> 'Variegata'               | Variegated Maiden Grass             |
| <i>Muhlenbergia capillaris</i> 'Regal Mist'          | Regal Mist Muhly Grass              |
| <i>Muhlenbergia dumosa</i>                           | Bamboo Muhly, Fairy Bamboo          |
| <i>Muhlenbergia emersleyi</i> 'El Toro'              | Bull Grass                          |
| <i>Muhlenbergia lindheimeri</i> 'Autumn Glow'        | Autumn Glow                         |
| <i>Muhlenbergia rigens</i>                           | Deer Grass                          |
| <i>Muhlenbergia rigida</i> 'Nashville'               | Nashville                           |
| <i>Nasella tenuisima</i> (= <i>Stipa tenuisima</i> ) | Mexican Feather Grass               |
| <i>Ophiopogon japonicus</i>                          | Mondo Grass                         |
| <i>Pennisetum alopecuroides</i>                      | Black Moudry                        |
| <i>Pennisetum setaceum</i> 'Rubrum' 'Cupreum'        | Purple Fountain Grass               |
| <i>Phyllostachys aurea</i>                           | Golden Bamboo                       |
| <i>Pleuraphis rigida</i> (= <i>Hilaria rigida</i> )  | Big Galleta Grass                   |
| <i>Sorghastrum nutans</i>                            | Indian Grass                        |
| <i>Sporobolus airoides</i>                           | Alkali Sacaton Grass                |
| <i>Stipa gigantea</i>                                | Giant Feather Grass, Golden Oats    |

| Botanical Name                             | Common Name      |
|--------------------------------------------|------------------|
| <b>Perennial (small accent areas only)</b> |                  |
| <i>Achillea filipendulina</i>              | Fern Leaf Yarrow |



| Botanical Name                                             | Common Name                           |
|------------------------------------------------------------|---------------------------------------|
| <b>Perennial (small accent areas only)</b>                 |                                       |
| <i>Agapanthus africanus</i>                                | Lily of the Nile                      |
| <i>Amsonia tomentosa</i>                                   | Desert Bluestar                       |
| <i>Anemopsis californica</i>                               | Yerba Mansa                           |
| <i>Artemisia ludoviciana</i>                               | Prairie Sage                          |
| <i>Artemisia ludoviciana albula</i> 'Silver King'          | Silver King Artemisia                 |
| <i>Artemisia</i> x 'Powis Castle'                          | Powis Castle Wormwood                 |
| <i>Artemisia schmidtiana</i> 'Silver Mound'                | Angel's Hair, Silver Mound Artemisia  |
| <i>Astragalus preussii</i>                                 | Preuss' Milkvetch                     |
| <i>Baileya multiradiata</i>                                | Desert Marigold                       |
| <i>Berlandiera lyrata</i>                                  | Chocolate Flower                      |
| <i>Convolvulus tricolor</i>                                | Dwarf Morning Glory                   |
| <i>Coreopsis lanceolata</i>                                | Sunray                                |
| <i>Echinacea purpurea</i>                                  | Purple Coneflower                     |
| <i>Enceliopsis argophylla</i>                              | Silverleaf Sunray                     |
| <i>Epilobium canum</i> (= <i>Zauschneria californica</i> ) | Hummingbird Flower                    |
| <i>Erigeron divergens</i>                                  | Native Fleabane                       |
| <i>Erigeron karvinskianus</i>                              | Santa Barbara Daisy, Mexican Daisy    |
| <i>Eschscholzia californica</i>                            | California Poppy, Golden Poppy        |
| <i>Gaillardia aristata</i> (= <i>grandiflora</i> )         | Blanket Flower                        |
| <i>Gaura coccinea</i>                                      | Scarlet Gaura                         |
| <i>Gaura lindheimeri</i>                                   | Gaura                                 |
| <i>Gazania rigida</i>                                      | Gazania                               |
| <i>Iberis sempervirens</i>                                 | Evergreen Candytuft                   |
| <i>Ipomopsis arizonica</i> = <i>Gilia aggregata</i>        | Skyrocket                             |
| <i>Kallstroemia grandiflora</i>                            | Arizona Poppy, Orange Caltrop         |
| <i>Lavandula</i> sp.                                       | Lavender                              |
| <i>Lepidium fremontii</i>                                  | Desert Alyssum                        |
| <i>Liatris spicata</i>                                     | Gayfeather, Blazing Star              |
| <i>Linum lewisii</i>                                       | Blue Flax                             |
| <i>Lippia repens</i>                                       | Lippia                                |
| <i>Liriope gigantea</i>                                    | Giant Lily Turf                       |
| <i>Liriope muscari</i>                                     | Lily Turf                             |
| <i>Lobularia maritima</i>                                  | Sweet Alyssum                         |
| <i>Manfreda maculosa</i>                                   | Texas Tuberose, Spice Lily            |
| <i>Melampodium leucanthum</i>                              | Blackfoot Daisy                       |
| <i>Oenothera caespitosa</i>                                | Angel Wing/White Evening Primrose     |
| <i>Oenothera elata</i> = <i>O. hookeri</i>                 | Hooker's Evening Primrose             |
| <i>Osteospermum fruticosum</i>                             | African Trailing Daisy, Freeway Daisy |
| <i>Penstemon amphorellae</i>                               | Mexican Blue Penstemon                |



| Botanical Name                                      | Common Name                         |
|-----------------------------------------------------|-------------------------------------|
| <b>Perennial (small accent areas only)</b>          |                                     |
| <i>Penstemon baccharifolius</i> 'Del Rio'           | Del Rio Penstemon                   |
| <i>Penstemon barbatus</i>                           | Scarlet Bugler, Scarlet Beardtongue |
| <i>Penstemon bicolor</i>                            | Pinto Beardtongue                   |
| <i>Penstemon bicolor</i> ssp. <i>roseus</i>         | Rosy Two-tone Beardtongue           |
| <i>Penstemon eatonii</i>                            | Firecracker Penstemon               |
| <i>Penstemon palmeri</i>                            | Scented Penstemon                   |
| <i>Penstemon parryi</i>                             | Parry's Penstemon                   |
| <i>Penstemon pseudospectabilis</i>                  | Canyon Penstemon                    |
| <i>Penstemon rostriflorus</i>                       | Bridge Penstemon                    |
| <i>Penstemon strictus</i>                           | Rocky Mountain Penstemon            |
| <i>Penstemon superbus</i>                           | Superb Penstemon, Coral Beardtongue |
| <i>Penstemon</i> sp.                                | Penstemon                           |
| <i>Perovskia atriplicifolia</i>                     | Russian Sage                        |
| <i>Psilostrophe cooperi</i>                         | Paper Flower                        |
| <i>Psilostrophe tagetina</i>                        | Wooly Paper Flower                  |
| <i>Ratibida columnifera</i>                         | Mexican Hat                         |
| <i>Rudbeckia hirta</i>                              | Black-eyed Susan                    |
| <i>Ruellia brittoniana</i>                          | Wild Petunia                        |
| <i>R. b.</i> vars. 'Katie', 'Rosa', 'Blanca'        | Dwarf Ruellia                       |
| <i>Sphaeralcea ambigua</i>                          | Globe Mallow                        |
| <i>Stanleya pinnata</i>                             | Desert Prince's Plume               |
| <i>Tagetes lemmonii</i>                             | Mountain Marigold                   |
| <i>Tagetes lucida</i>                               | Mexican Tarragon, Mexican Marigold  |
| <i>Tetranneuris acaulis</i> (= <i>Hymenoxys</i> )   | Angelita Daisy                      |
| <i>Thymophylla pentachaeta</i> (= <i>Dyssodia</i> ) | Golden Dogbane, Golden Dyssodia     |
| <i>Thymophylla tenuiloba</i> (= <i>Dyssodia</i> )   | Dahlberg Daisy                      |
| <i>Tulbaghia violacea</i>                           | Society Garlic                      |
| <i>Viguiera parishii</i> (deltoidea)                | Goldeneye                           |
| <i>Xylorhiza tortifolia</i>                         | Mojave Aster                        |
| <i>Zinnia acerosa</i>                               | Desert Zinnia                       |
| <i>Zinnia grandiflora</i>                           | Prairie Zinnia                      |

|                                                                   | Botanical Name                            | Common Name     |
|-------------------------------------------------------------------|-------------------------------------------|-----------------|
| <b>PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)</b> |                                           |                 |
| Shrub                                                             | <i>Asparagus densiflorus</i> 'Meyers'     | Foxtail Fern    |
| Groundcover                                                       | <i>Asparagus densiflorus</i> 'Sprengerii' | Asparagus Fern  |
| Shrub                                                             | <i>Aspidistra elatior</i>                 | Cast Iron Plant |



|                                                                   | Botanical Name                              | Common Name                        |
|-------------------------------------------------------------------|---------------------------------------------|------------------------------------|
| <b>PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)</b> |                                             |                                    |
| Shrub                                                             | <i>Aucuba japonica</i> 'Variegata'          | Gold Dust Plant                    |
| Shrub                                                             | <i>Berberis aquifolium</i> (=Mahonia)       | Oregon Grape                       |
| Vine                                                              | <i>Bougainvillea</i> sp.                    | Bougainvillea                      |
| Perennial                                                         | <i>Canna</i> hybrids                        | Canna                              |
| Agave, etc                                                        | <i>Cephalocereus senilis</i>                | Old Man Cactus                     |
| Perennial                                                         | <i>Cuphea llavea</i>                        | Bat-faced Cuphea                   |
| Perennial                                                         | <i>Dietes bicolor</i>                       | Fortnight Lily, Evergreen Iris     |
| Perennial                                                         | <i>Dietes vegeta</i> (= <i>iridioides</i> ) | Butterfly Iris, African Iris       |
| Perennial                                                         | <i>Erysimum linifolium</i>                  | Wallflower                         |
| Shrub                                                             | <i>Euryops pectinatus</i>                   | Yellow Bush Daisy, Euryops Daisy   |
| Shrub                                                             | <i>Euryops pectinatus</i> 'Viridis'         | Green Bush Daisy                   |
| Shrub                                                             | <i>Fatsia japonica</i>                      | Japanese Aralia                    |
| Shrub                                                             | <i>Genista racemosa</i>                     | Sweet Broom                        |
| Vine                                                              | <i>Hedera canariensis</i>                   | Algerian Ivy                       |
| Vine                                                              | <i>Hedera helix</i>                         | English Ivy                        |
| Perennial                                                         | <i>Hemerocallis</i> hybrids                 | Daylily Hybrids                    |
| Shrub                                                             | <i>Hibiscus</i> sp.                         | Hibiscus                           |
|                                                                   | <i>Hyptis emoryi</i>                        | Desert Lavender                    |
|                                                                   | <i>Ilex altaclarensis</i> 'Wilsonii'        | Wilson Holly                       |
|                                                                   | <i>Ilex cornuta</i>                         | Chinese Holly                      |
|                                                                   | <i>Ilex cornuta</i> 'Burfordii'             | Burford Holly                      |
|                                                                   | <i>Ilex cornuta</i> 'Burfordii Nana'        | Dwarf Burford Holly                |
|                                                                   | <i>Ilex vomitoria</i> 'Nana'                | Dwarf Yaupon Holly                 |
|                                                                   | <i>Ilex</i> sp.                             | Holly                              |
| Perennial                                                         | <i>Iris</i> sp.                             | Iris                               |
| Vine                                                              | <i>Jasminum polyanthum</i>                  | Pink Jasmine                       |
|                                                                   | <i>Lagerstroemia indica</i> dwarf           | Dwarf Crape Myrtle                 |
| Shrub                                                             | <i>Ligustrum japonicum</i>                  | Waxleaf Privet, Japanese Privet    |
| Shrub                                                             | <i>Ligustrum lucidum</i>                    | Glossy Privet                      |
| Shrub                                                             | <i>Nandina domestica</i>                    | Heavenly Bamboo                    |
| Shrub                                                             | <i>Nandina domestica</i> 'Nana'             | Dwarf Heavenly Bamboo              |
| Vine                                                              | <i>Parthenocissus quinquefolia</i>          | Virginia Creeper                   |
| Vine                                                              | <i>Parthenocissus tricuspidata</i>          | Boston Ivy, Japanese Creeper       |
| Shrub                                                             | <i>Phoenix roebelenii</i>                   | Pygmy Date Palm                    |
|                                                                   | <i>Phormium</i> sp.                         | Flax                               |
| Shrub                                                             | <i>Photinia x fraseri</i>                   | Redtip Photinia, Fraser's Photinia |
| Shrub                                                             | <i>Pittosporum tobira</i>                   | Japanese Mock Orange               |
| Shrub                                                             | <i>Pittosporum tobira</i> 'Variegata'       | Variegated Mock Orange             |
| Shrub                                                             | <i>Pittosporum tobira</i> 'Wheeler's Dwarf' | Wheeler's Dwarf Mock Orange        |

|                                                                   | Botanical Name                             | Common Name             |
|-------------------------------------------------------------------|--------------------------------------------|-------------------------|
| <b>PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)</b> |                                            |                         |
| Shrub                                                             | <i>Platycladus orientalis</i>              | Oriental Arborvitae     |
| Shrub                                                             | <i>Platycladus orientalis</i> 'Aurea Nana' | Golden Arborvitae       |
| Shrub                                                             | <i>Podocarpus gracillor</i>                | Fern Pine               |
| Shrub                                                             | <i>Prunus caroliniana</i> 'Compacta'       | Compact Carolina Cherry |
| Shrub                                                             | <i>Rhaphiolepis indica</i>                 | Indian Hawthorn         |
| Groundcover                                                       | <i>Stachys byzantina</i>                   | Lamb's Ear              |
| Agave, etc                                                        | <i>Stenocereus thurberi</i>                | Organ Pipe Cactus       |
| Vine                                                              | <i>Trachelospermum asiaticum</i>           | Asiatic Jasmine         |
| Vine                                                              | <i>Trachelospermum jasminoides</i>         | Star Jasmine            |
| Shrub                                                             | <i>Viburnum</i> sp.                        | Viburnum                |
| Vine                                                              | <i>Wisteria sinensis</i>                   | Chinese Wisteria        |
| Perennial                                                         | <i>Zephyranthes</i> sp.                    | Fairy Lily, Rain Lily   |

**NOT RECOMMENDED** (See Nevada Department of Agriculture Noxious Weed List for more:  
[http://agri.state.nv.us/nwac/PLANT\\_NoWeedList.htm](http://agri.state.nv.us/nwac/PLANT_NoWeedList.htm))

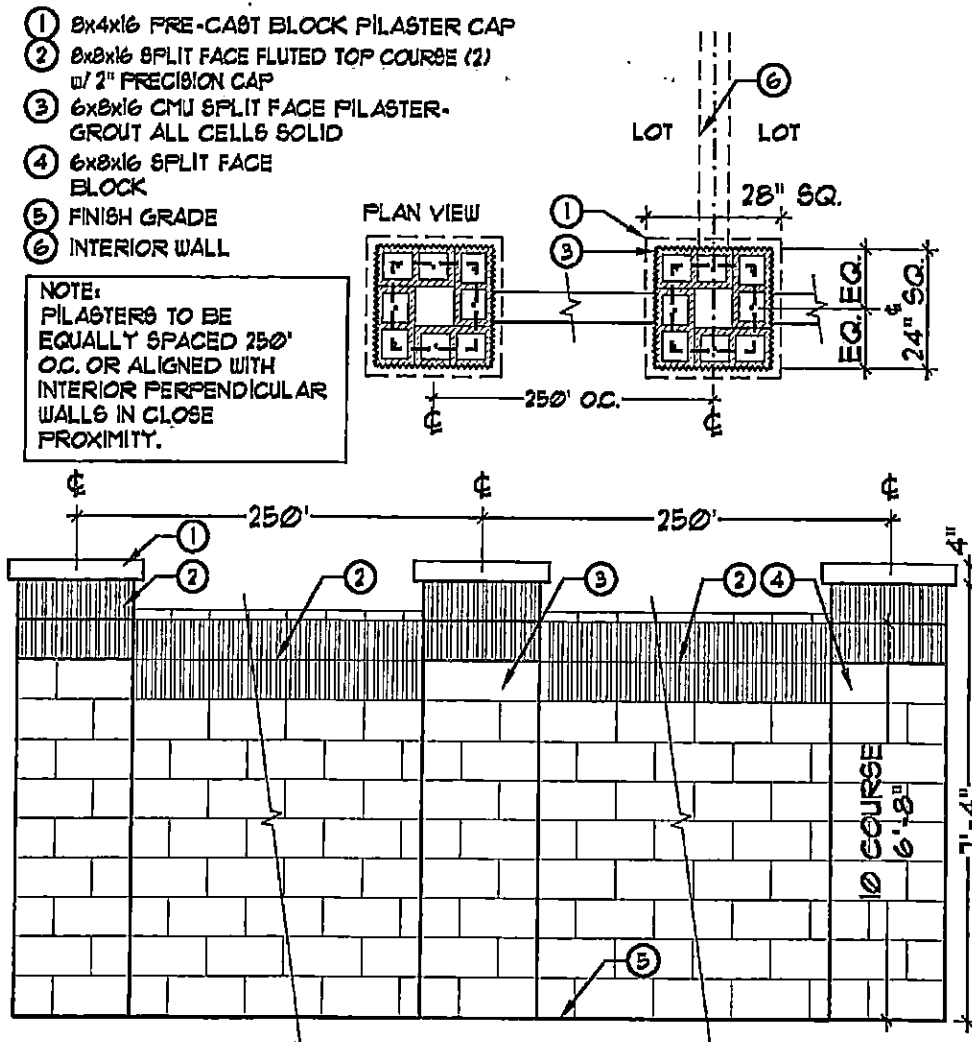
|  | Botanical Name                                      | Common Name              |
|--|-----------------------------------------------------|--------------------------|
|  | <i>Oenothera speciosa</i> 'Siskiyou' (=berlandieri) | Mexican Evening Primrose |



# PERIMETER WALLS:

Perimeter walls shall be ten (1) courses as measured from the adjacent finished grade.

Pilasters abutting streets, common areas, or interior streets shall be eleven (11) courses as measured from the highest adjacent finished grade for an overall height of 7'-8", plus a 4" high Pre-Cast Cap on 24" square columns, spaced at approximately 250' o.c., with pilasters generally occurring at adjacent residential lot owners perpendicular property lines. Block shall be 6"x8"x16" split face, with two (2) rows of fluted block at the two upper courses, and a 2" precision cap occurring at the perimeter wall.

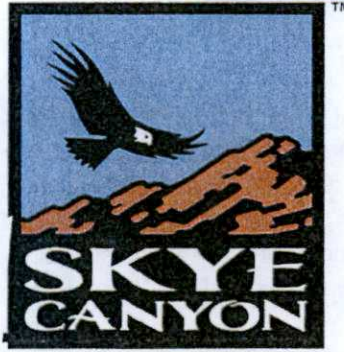




## Architectural Design Guidelines

June 21, 2011

Revised April 15, 2015



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City of Las Vegas, Nevada  
Planning & Development Department

Prepared For:



Prepared By:



# **Skye Canyon Design Guidelines**

June 21, 2011

## **Table of Contents**

|                                     |    |
|-------------------------------------|----|
| Introduction.....                   | 1  |
| Community Design Approach.....      | 1  |
| Architectural Design Criteria ..... | 2  |
| Architectural Styles .....          | 2  |
| Perimeter Edge Conditions .....     | 4  |
| Single Family Neighborhoods .....   | 5  |
| Multi-Family Neighborhoods .....    | 10 |
| Design Review Process .....         | 17 |

# **Skye Canyon Design Guidelines**

June 21, 2011

## **INTRODUCTION**

Situated in the northwest Las Vegas valley, Skye Canyon is designed to provide a graceful transition from the suburban development to its south and east with the more rural setting north and west of the site. In order to achieve this overall goal, a community design approach was developed that provided an underlying basis for design decisions throughout the development process. The Community Design Approach is summarized below:

## **COMMUNITY DESIGN APPROACH**

- *Strategic distribution of land uses*

The master plan places the more intense uses near the US 95 corridor transitioning to lower density uses further away from the highway, reinforcing the transition from suburban development to the nearby rural environment.

- *Provide a strong sense of arrival*

The primary entry for the master plan is located on Horse Drive west of US 95, providing a gateway element into Skye Canyon. The entry will be designed to reinforce the rural character of the area. Other entries leading into the community will feature unifying thematic elements.

- *Establish a Community Core focal area*

Located at the center of the community is an 11 acre Elementary School site along with three Park sites totaling 13.6 acres. The Elementary School and neighboring open space serve as the "heart" of the community.

- *Integration of natural desert environment*

The existing desert arroyos have been carefully integrated into the community design further blending proposed development with the natural setting of the area. Other than trails and rest areas, the arroyos will primarily be retained in their existing natural condition. Neighborhood parks that provide for more active recreational uses are placed adjacent to the arroyos in several locations to further reinforce a natural transition from the edges of the arroyos to developed parcels within the master plan

- *Edge Conditions*

The arroyos are generally adjacent to master planned roadways providing not only an interesting visual experience for residents and visitors on their daily travels, but also serve to buffer the development edges of parcels adjacent to the arroyos.

While the arroyos form a key identifying open space character for the community, they will be augmented by open space corridors areas adjacent to the master planned roadways throughout Skye Canyon. These corridors will feature enhanced landscape, trails for connectivity, and unifying thematic elements. The site planning concept for individual builder neighborhoods adjacent to these open space corridors will encourage designs that use cul-de-sacs or other elements that open up to the edge condition and provide vehicular or pedestrian connectivity. In addition, the architecture of houses adjacent to development edges must be carefully addressed as well. These requirements are further detailed in the Architectural Guidelines section:

- *Provide strong connectivity throughout the community*

The arroyos described above not only provide visual open space, but also serve as key connectivity elements between and among the various residential neighborhoods and other community amenities, particularly the Community Core Focal Area of the elementary school and adjacent parks. In addition to the arroyos, a network of integrated trails will be provided throughout the community. Builders are encouraged to provide connection points from their parcels to the master planned open space and trail systems.

- *Master Planned Open Space*

All of the open space described above including arroyos, parks, and open space corridors form the Master Planned Open Space within Sky Canyon. In total, these open spaces have been designed and located to provide significant community benefit and to allow the parcel builders to concentrate on what they do best...build houses. Thus, common open space within an individual neighborhood, though encouraged, is not required. However, in any case, builders should design their neighborhoods to take advantage of the master planned open space adjacent to their parcels by providing pedestrian connections, mini-parks, or other features which celebrate the open space character envisioned for Skye Canyon.

## **ARCHITECTURAL DESIGN CRITERIA**

The Architectural Design Criteria for the residential neighborhoods of Skye Canyon ensure that a cohesive community identity is established, achieved and maintained throughout the project. Considering the long-term timeframe for the build-out of the community, the guidelines focus on "goals" rather than "solutions" in order to provide design flexibility as market trends change over time, while providing assurance to public agencies and potential residents that a high quality of design will be maintained throughout the life of the project.

### **Architectural Styles**

The residential architectural styles should be compatible with the Skye Canyon setting and be built with materials that are well suited to the harsh desert climate of the Las Vegas valley. The styles that are defined within these Design Guidelines have proven to be 2



compatible with Las Vegas and its desert climate and may be used throughout Skye Canyon. However, because of the long-term build out of the community, it is not possible to predict specific architectural styles that may be in favor with the home buying public at any certain point in the future nor what technological advances may occur in building material and design. Thus, other architectural styles may be allowed subject to review and approval by the master developer's Design Review Committee (DRC).

| <b>Architectural Style</b> | <b>Identifying Characteristics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Spanish Colonial</b>    | <ul style="list-style-type: none"> <li>• <i>Low-pitched gable roofs</i></li> <li>• <i>Red barrel or s-shaped roof tiles</i></li> <li>• <i>½ round arch elements</i></li> <li>• <i>Deep window or door recess</i></li> <li>• <i>Detail elements such as iron, wood-plank shutters, clay (or stucco) vent tiles, ceramic tile, etc.</i></li> </ul>                                                                                                                                                        |
| <b>Craftsman</b>           | <ul style="list-style-type: none"> <li>• <i>Low-pitched gable roofs</i></li> <li>• <i>Flat roof tiles</i></li> <li>• <i>Projecting eaves</i></li> <li>• <i>Exposed rafter tails, decorative beams or braces</i></li> <li>• <i>Front porches</i></li> <li>• <i>Tapered columns or piers</i></li> <li>• <i>Accent stone or siding encouraged</i></li> </ul>                                                                                                                                               |
| <b>European Country</b>    | <ul style="list-style-type: none"> <li>• <i>Steeper roof pitch (at least 6:12) on all or portion of the roof</i></li> <li>• <i>Predominately flat roof tiles</i></li> <li>• <i>Informal arrangement of building forms</i></li> <li>• <i>Detail elements such as segmented arch elements, bay windows, turrets, dormers, or reverse arch shutters.</i></li> </ul>                                                                                                                                        |
| <b>Italianate</b>          | <ul style="list-style-type: none"> <li>• <i>Low-pitched hip roofs</i></li> <li>• <i>Flat, barrel or s-shaped roof tiles</i></li> <li>• <i>Formal box-like building massing</i></li> <li>• <i>Projecting eaves with decorative brackets or dentils</i></li> <li>• <i>Vertically proportioned windows, often arched</i></li> <li>• <i>Detail elements such as quoins, keystones, shutters, palladian windows</i></li> </ul>                                                                               |
| <b>Mediterranean</b>       | <ul style="list-style-type: none"> <li>• <i>Low-pitched gable roofs</i></li> <li>• <i>Red barrel or s-shaped roof tiles</i></li> <li>• <i>Asymmetrical combination of 1 and 2 story building forms</i></li> <li>• <i>Entry courtyards</i></li> <li>• <i>Accentuated tower elements and/or arcades</i></li> <li>• <i>½ round arch elements at doors and feature windows</i></li> <li>• <i>Refined decorative detail elements such as, patterned tiles, iron, and plank or panel shutters.</i></li> </ul> |
| <b>Prairie</b>             | <ul style="list-style-type: none"> <li>• <i>Low-pitched hip roofs</i></li> <li>• <i>Flat roof tiles</i></li> <li>• <i>Horizontal emphasis in detailing</i></li> </ul>                                                                                                                                                                                                                                                                                                                                   |
| <b>Southwestern Ranch</b>  | <ul style="list-style-type: none"> <li>• <i>Low pitched gable roof forms</i></li> <li>• <i>Flat roof tiles</i></li> <li>• <i>Rambling horizontal character</i></li> </ul>                                                                                                                                                                                                                                                                                                                               |

| Architectural Style | Identifying Characteristics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <ul style="list-style-type: none"> <li>• Front porches</li> <li>• Detail elements such as exposed outlookers, rafter tails, z-shutters, brace detail at porch columns, etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Tuscan</b>       | <ul style="list-style-type: none"> <li>• Mostly low-pitched hip roofs (occasional gable or cross-gable)</li> <li>• Predominantly barrel or s-shaped roof tiles.</li> <li>• Informal arrangement of building forms reflecting rural character.</li> <li>• Medium to darker color schemes</li> <li>• Detail elements such as accent stone, projecting overhead shutters</li> </ul>                                                                                                                                                                               |
| <b>Andalusian</b>   | <ul style="list-style-type: none"> <li>• Low-pitched hip, gable, (or combination) roof forms</li> <li>• Red barrel or s-shaped roof tiles</li> <li>• Use of oversized square stucco columns</li> <li>• Detail elements including pre-cast surrounds, "x" motif on porch balustrades and/or stepped balustrades on exterior stairs, miradors,</li> </ul>                                                                                                                                                                                                        |
| <b>Contemporary</b> | <ul style="list-style-type: none"> <li>• Strong use of roof as a design statement, including shed roof forms, flat roofs with parapet, along with gable or hip roof forms</li> <li>• Asymmetrical arrangement of building forms</li> <li>• Bold use of color to accentuate building forms and elements.</li> <li>• Adaptation of traditional design vernaculars, executed with a fresh, contemporary approach</li> <li>• Decorative use of metal or other non-conventional materials, commercial grade windows and doors, riglets and reveals, etc.</li> </ul> |

## Perimeter Edge Conditions

The residential neighborhoods throughout Skye Canyon will be designed to ensure that visually appealing architecture is located along the perimeter edges of development parcels that are adjacent to master planned roadways, open spaces and other areas subject to public view.

Examples of architectural treatments for residences located along such perimeter edges include, but are not limited to:

- Variety of building massing and forms
- Variation in roof forms
- Architectural treatments and articulation consistent with the front elevation
- Window trim consistent with the front elevation on all windows
- Offset wall planes with a corresponding change in roof element.
- Principal window treatments
- Enhancements such as a patio cover, 2<sup>nd</sup> story deck or balcony providing vertical or horizontal plane breaks to the façade
- Varying rear setbacks



## **Single Family Neighborhoods**

In addition to the treatment of the perimeter edge conditions described above, the following guidelines ensure a high level of design quality is achieved in the architectural design of residences, resulting in pleasant neighborhood environments for residents and visitors throughout Skye Canyon.

### **Building Facades**

#### **Building Form**

- Variety in building forms is encouraged to provide diversity and visual interest to the neighborhood street scene. The following recommendations are encouraged when designing residential structures:
  - Articulation of wall planes
  - Projections and recesses to provide shadow and depth
  - Simple bold forms
  - Combinations of one and two story forms (and 3-story forms, where allowed)
- Building wall planes, particularly on the front elevation, should be staggered to create interest along the street scene, to provide a desirable human scale, and to avoid visual monotony.

#### **Building Materials and Colors**

- Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color use is integrated with the architecture. Color palette and application should be consistent with the architectural style of the residence.
- All surface treatments or materials should be designed to appear as an integral part of the design, and not merely applied. All materials should wrap columns, porches, or balconies in their entirety.
- Adjacent houses and facing houses across a street should use different color schemes.

### **Roofs**

#### **Roof Form and Slope**

- Roof treatments, including overhangs, should be consistent with the architectural style of the dwelling.
- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Skye Canyon, including the use of gable, cross-gable, hip, shed, or a combination of these roof forms.

- Likewise, variety in roof lines is encouraged to avoid a common roof line along neighborhood streets. Variation of ridge heights, roof forms, and direction of gables is encouraged on adjacent residences.
- Repetitious gable ends framed side to side on rear elevations are discouraged along perimeter edges of residential neighborhoods.
- Roof slopes should be consistent with the architectural style of the dwelling.

#### Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Skye Canyon in order to avoid a monotonous roofscape appearance. Roof materials may include barrel shaped clay or concrete tiles, flat clay or concrete tiles and shakes, and slate.
- Roof materials should be compatible with the architectural style of the residence.
- Roof materials should have a matte finish to minimize glare.
- Standing seam metal roofs are permitted as an architectural accent element.
- Permitted Materials
  - Clay or Concrete Barrel Tiles
  - Concrete S-tiles
  - Clay or Concrete Flat Tiles
  - Clay or Concrete Shakes
  - Slate
  - Standing Seam Metal
- Prohibited Materials
  - Wood Shake
  - Fiberglass Shingles
  - Simulated Tile including fiberglass or metal
  - Rolled roofing material
- Solar panels should be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof. Mill finish aluminum frames are not allowed. Support solar equipment should be enclosed and screened from view.



## **Garages**

The overall design of the front façade of a residence should de-emphasize the appearance of garage doors that face the street. Many techniques may be used to achieve this goal, examples of which include, but are not limited to:

- **Architectural Elements Forward of the Garage Plane**

Architectural elements that are situated forward of the plane of the garage provide visual interest to the street scene while minimizing the appearance of the garage door on the street scene. Examples of such elements include porches, portal elements and courtyard walls.

- **Articulation Above the Garage**

Architectural elements located over the garage can effectively draw attention away from the garage door and provide strong visual articulation to the front façade. Second floor elements that project forward of the garage plane are particularly effective as they cast a strong shadow across the garage door, minimizing its appearance on the street scene. Examples of such articulation include principal windows with thickened walls and detailing appropriate to the architectural style, balconies, sun decks and miradors (roofed outdoor rooms located on the 2<sup>nd</sup> floor)

- **Articulation in Front of Garage**

The use of articulation elements such as free-standing arbor directly in front of the garage door, or an attached trellis element over the entire width of the garage door provide visual interest to the street scene while de-emphasizing the appearance of the garage door.

- **Living Spaces Forward of the Garage**

Where product width allows, "architecture forward" allows the active living spaces of the house to be the predominate feature of the front elevation, while the garage is setback further from the street.

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- **Deep Recesses**

Deep garage door recesses into surrounding wall planes result in strong shadows being cast across the garage doors, de-emphasizing their appearance on the street scene. Second floor elements above are either cantilevered or supported with piers extending to ground plane.

- **Extended Roof Elements**

The use of extended roof elements provides the opportunity to emphasize the architectural design of the home while minimizing the appearance of the garage on the street scene. For example, when a porch is provided on the front elevation, extending its single story roof line across the entire driveway width in front of the garage creates a deep shadow on the garage door, effectively allowing the garage door to “disappear” into the shadow. Similarly, a vehicular porte-cochere element provides additional shade to the front of the house and the garage is generally behind the front façade of the home.

- Garage doors should be compatible with the architectural style of the residence. In order to avoid the impact of garage doors, it is encouraged that they be appropriately treated with decorative relief cuts, panels, small decorative windows, etc.
- Decorative window lites, when used, should be appropriate to the architectural style of the residence. Sunburst or wagon-wheel window shapes are not allowed.

### **Window Openings**

- The style of windows, including muntin patterns, should be compatible with the architectural style of the residence.
- **Principal Windows**

At least one principal window should be used on front elevations, such as:

- A prominent window recessed from the surrounding wall plane.
  - An oversized window or window grouping with trim consistent with the architectural style.
  - An enhanced architectural surround that accentuates a prominent feature window
  - A bay window with detailing appropriate to the architectural style of the residence.
  - A deep pot-shelf with corresponding roof element and corbels.
  - An overhead trellis element projecting forward of the wall plane and extending over the entire width of the window.
- All other windows on the front elevations as well as windows on side and rear elevations that are adjacent to perimeter edges should feature trim consistent with the architectural style, or be articulated in a manner subject to approval by the DRC.
  - Aluminum or vinyl extruded frame windows should be appropriately colored to match or complement the house or trim colors for each color scheme.
  - Glazing may be either clear or tinted. Reflective glass is not permitted.

- The shape and size of shutters, when used, should be proportionate to the window opening.

### **Porches**

- Porches, when provided, should be designed as an integral component of the building's architecture.
- Porches, when provided, are encouraged to have railings and be fully covered in one of the following ways:
  - Roof element and tile matching the residence
  - Trellis structure
  - Second floor balcony or overhang

### **Columns and Archways**

- Columns and archways, when used, should be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the dwelling.

### **Trellis and Arbors**

- When used, trellis and arbors must be designed to maintain their appearance considering the climatic conditions of the valley.

### **Patio Covers, 2<sup>nd</sup> Story Decks and Balconies**

- Patio covers, 2<sup>nd</sup> floor decks or balconies should be designed as an integral component of the architecture. Support columns should be proportional to the size of the patio cover, deck or balcony.

### **Detail Elements**

- Detail Elements such as shutters, eave brackets, corbels, exposed rafter ends or cross beams, decorative grille work, quoins, decorative ceramic tile and / or other similar features should be used to provide visual interest to the building and be compatible with its architectural style.

### **Walls and Fences**

- Walls and fences that are visible from streets, open space, or other public areas should be compatible in material, color, and design with adjacent architectural elements.

### **Exterior Lighting**

- Exterior lighting fixtures should be compatible with the architectural style of the building

### **Accessory Structures**

- Casitas, guest houses, detached garages, greenhouses, and other similar accessory structures should be compatible in design, materials, and color as the main residence.

### **Mechanical Equipment**

- Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, and other such devices should not be mounted on any roof.
- Mechanical devices such as exhaust fans, vents and pipes should be painted to match adjacent roof surfaces.
- Ground mounted air conditioning units should be screened from view from streets and open space areas.
- All antenna and satellite dishes visible from any public or private street, sidewalk, open space or adjacent lot must be submitted for review and is subject to the CC&R's and all federal regulations.

## **Multi - Family Neighborhoods**

### **Building Facades**

#### Building Elevations

All elevations should be well detailed and articulated, incorporating building forms, masses, roof design and authentic details and accent features that are consistent with the architectural style of the building.

Sufficient massing and articulation of building walls should be incorporated into the building design to provide visual interest to building facades and to expansive wall planes. Such articulation may be achieved in a variety of ways, including but not limited to:

- Vertical and/or horizontal offsets of building wall planes
- Covered balconies or sun decks projecting forward of the main building wall plane
- Accentuated building elements such as entries, stair towers, or other similar features that provide horizontal or vertical offsets and break the eave line of the building.
- Incorporating a combination of building heights into the building design



- Stepping back a portion of upper floors, particularly at building corners, where feasible.

Additionally, multi-story buildings should incorporate other height reducing elements such as large open balconies, shed roof forms, material changes, etc.

### Materials

- Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color use is integrated with the architecture. Color palette and application should be consistent with the architectural style of the building.
- All surface treatments or materials should be designed to appear as an integral part of the design, and not merely applied. All materials should wrap columns, porches, or balconies in their entirety.
- Generally, the color of garage doors should not unduly contrast with the primary base color of the building.

### **Roofs**

#### Roof Form

- Roof treatments, including overhangs, should be consistent with the architectural style of the building.
- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Skye Canyon, including the use of gable, cross-gable, hip, shed or a combination of these roof forms.
- Repetitious gable ends framed side to side on rear elevations are discouraged along perimeter edges of residential neighborhoods.
- Roof slopes should be consistent with the architectural style of the building.

#### Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Skye Canyon in order to avoid a monotonous roofscape appearance. Roof materials may include barrel shaped clay or concrete tiles, flat clay or concrete tiles and shakes, and slate.
- Roof materials should be compatible with the architectural style of the building.
- Roof materials should have a matte finish to minimize glare.

- Standing seam metal roofs are permitted as an architectural accent element.
- Permitted Materials
  - Clay or Concrete Barrel Tiles
  - Concrete S-tiles
  - Clay or Concrete Flat Tiles
  - Clay or Concrete Shakes
  - Slate
  - Standing Seam Metal
- Prohibited Materials
  - Wood Shake
  - Fiberglass Shingles
  - Simulated Tile including fiberglass or metal
  - Rolled roofing material
- Solar panels are to be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof. Mill finish aluminum frames are not allowed. Support solar equipment should be enclosed and screened from view.

### **Entries**

Entry doors and entryways should provide a focal point to each residential unit and should be protected with overhangs, recesses, porches, trellises, or similar architectural features. In buildings where individual unit entries are from an interior corridor, if any, the main entrance into the building should be designed as a focal point of the exterior elevation.

### **Porches**

- Porches, when provided, are encouraged to have railings and be fully covered in one of the following ways:
  - Roof element and tile matching the residence
  - Trellis structure
  - Second floor balcony or overhang
- Porches, when provided, should be designed as an integral component of the building's architecture.

## **Courtyards**

- Courtyards, when used, should appear as an extension of the architecture of the main building.
- Courtyard walls should be finished to match the building and may be embellished with stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the building.

## **Window Openings**

- The style of windows, including muntin patterns, should be compatible with the architectural style of the building.

## **Principal Windows**

At least one principal window per floor should be provided on building elevations, arranged in an aesthetically pleasing composition consistent the architectural style. Principal windows need not strictly be located on each floor, so long as the total number of required principal windows is achieved on any given elevation.

Principal windows are defined as one of the following:

- Oversized window or window grouping
  - A prominent window recessed a from the surrounding wall plane.
  - An enhanced architectural surround that accentuates a prominent feature window
  - A bay window with detailing appropriate to the architectural style of the building.
  - A deep pot-shelf with corresponding roof element and corbels.
  - An overhead trellis element projecting forward of the wall plane and extending over the entire width of the window.
- 
- All other windows should feature trim consistent with the architectural style.
  - Trim elements may be stucco, pre-cast, wood, or ceramic tile.
  - Aluminum or vinyl extruded frame windows should be appropriately colored to match or complement the building or trim colors for each color scheme.
  - Glazing may be either clear or tinted. Reflective glass is not permitted.
  - The shape and size of shutters, when used, should be proportionate to the window opening.

### **Patio Covers, Decks and Balconies**

- Patio covers, decks and balconies, when provided, should be designed to be in scale and proportion with the architecture of the adjoining building.
- Support columns should be proportional to the size of the patio cover, deck or balcony.

### **Columns and Archways**

- Columns and archways, when used, should be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the dwelling.

### **Trellis and Arbors**

- When used, trellis and arbors must be designed to maintain their appearance considering the climatic conditions of the valley.

### **Detail Elements**

- Detail Elements such as shutters, eave brackets, corbels, exposed rafter ends or cross beams, decorative grille work, quoins, decorative ceramic tile and / or other similar features should be used to provide visual interest to the building and consistent with its architectural style.

### **Garage Doors**

- All garage doors on residential buildings should be recessed from surrounding wall planes.
- Door lites, when used, should be appropriate to the architectural style of the building.

### **Walls and Fences**

- Walls and fences that are visible from streets, open space, or other public areas should be compatible in material, color, and design with adjacent architectural elements.

### **Exterior Lighting**

Exterior lighting fixtures should be compatible with the architectural style of the building

### **Exterior Stairs**

- Exterior stairs should be designed as an integral part of the architecture.
- Stair guardrail design should be consistent with the architecture of the building.



## **Awnings**

- Awnings, when provided, should be designed as an integral part of the architecture.
- Unacceptable awning treatments include metal (except for top-mounted "Bermuda" shutters), untreated fabric, and project names, texts, or logos.

## **Accessory Structures**

### Clubhouse, Leasing and Recreation Buildings

- Clubhouses, recreation buildings, and other support buildings should match the architectural style and detailing of the residential buildings.

### Storage Buildings

- Storage buildings should have the same level of architectural detailing as the residential buildings within the project.

### Detached Garages

- Detached garages, when provided, should use a similar roof treatment and building material as the residential buildings they serve.

### Carports

- Freestanding carports should have the same roof design and treatment as the residential buildings within the project.
- Carports should have end walls or other screening devices with architectural detailing similar to the residential buildings.
- Carport color, including roofs, should complement the development.

### Trash Enclosures

- Trash enclosures should be constructed of concrete masonry units finished similar to buildings in the development.
- All trash enclosures should have opaque metal gates that are designed compatible with the development.

## **Non-Architectural Elements**

### **Mechanical Equipment**

- No mechanical equipment (air conditioning/heating units, etc.) should be mounted on, or attached to, any sloped roof. Mechanical equipment, when mounted on flat roofs, must be completely screened by parapet walls at least as tall as the equipment.
- Ground mounted air conditioning units should be screened from view and located away from pedestrian paths and project amenities to the extent feasible.
- Mechanical devices such as exhaust fans, vents, and pipes should be painted to match adjacent roof surfaces.

### **Vents**

- B' type vents for gas appliances, water heaters, and heating units should be painted to match the roof color. Such elements should be located to minimize visual impact to building elevations.

### **Meters**

- Natural gas meters should be grouped and screened behind walls. Builders should contact Southwest Gas for minimum clearances.
- Electrical meters should be ganged and located behind doors. Builders should contact Nevada Energy for minimum clearances.
- Screen walls and electrical enclosures should be designed integral to the project's architecture.

### **Satellite Dishes**

- All antenna and satellite dishes visible from any public or private street, sidewalk, open space or adjacent lot must be submitted for review and is subject to the CC&R's and all federal regulations.

## **DESIGN REVIEW PROCESS**

The Master Developer shall administer all project submittals and approvals for development within Skye Canyon with regard to the implementation of the Design Guidelines. ***All development proposals within Skye Canyon must be approved by the Master Developer prior to submission to any applicable public agency.***

As an expression of the Master Developer's vision for Skye Canyon, the Design Guidelines are intended to provide builders, architects, civil engineers, and others an overall direction in the design process. The criteria contained within the Design Guidelines provides examples of ways in which the vision can be achieved, however, the Master Developer strongly encourages creativity, innovation, and variety throughout the community. Builders may propose other design solutions to project development, as long as the overall intent of the community vision and Design Guidelines is achieved.

All project submittals, whether designed in strict accordance with the design criteria contained herein or with other design solutions not specifically addressed in the Design Guidelines, will be reviewed by the Master Developer to ensure that all projects achieve the goals and objectives of the vision as expressed throughout the Design Guidelines.

All parcel improvements by the builder and/or homeowner will require review and approval by the Master Developer. Improvements requiring review include but are not limited to residential product including new construction, commercial and mixed-use projects, landscape, signage, and amenities such as parks, open play areas or community facilities and ancillary structures. Refer to Exhibit "A."

### **Design Review Committee (DRC)**

The Master Developer shall establish a Design Review Committee (DRC) to review each project submittal. The DRC shall consist of representatives from the Master Developer along with an architectural consultant, landscape consultant, and civil engineering consultant. In addition, the DRC may consult with other professional advisors as deemed appropriate. Projects for design review shall be submitted to the Design Review Committee at the address listed below. Complete submissions are required in order for the DRC to make an expeditious review.

**DESIGN REVIEW COMMITTEE**  
c/o Master Developer Name  
Street Address  
City, State, ZIP

Telephone  
Fax:

## **Submittal Requirements**

The following items must be submitted to and approved by the Skye Canyon DRC prior to submittal to any public agency. Submittals shall be made online to the DRC or by submitting two sets of electronic CDs with all drawings in a scaleable pdf format.

- ***Builder Statement***

For each project submittal, the builder shall provide a written summary of how the proposed project fulfills the community character envisioned for Skye Canyon as expressed throughout these Design Guidelines. Particular emphasis should be given to edge conditions and connectivity.

- ***Preliminary Concept Site Plan (Per Production Neighborhood; 1" = 40')***

The purpose of this submittal is to ensure that the overall concept of the neighborhood design, particularly regarding the layout of proposed streets and lots, is consistent with the intent of the design guidelines before the builder begins preparation of tentative tract maps. The following are required elements of the Preliminary Concept Site Plan submittal:

- Conceptual street layout
  - Conceptual lot layout
  - Proposed pedestrian connections
  - Adjacent streets and open space
  - Proposed wall types, heights and locations
- ***Detailed Development Plan (Per Production Phase; 1" = 40')***
    - Proposed street locations and dimensions
    - Proposed lot lines and dimensions
    - Proposed pedestrian connections
    - Pre-plotting of units along parcel edges that are visible from master planned roads and open space
    - Building footprints (Model and elevation must be specified)
    - Driveway and/or alley placement
    - Wall and Fence locations and heights
    - Adjacent street(s) and open space
- ***Architectural Plans (half size 1/8" scale drawings only)***
    - Identify parcel number on title sheet of architectural package and/or on the title block of each page of the submittal
    - Floor plans with dimensions
    - Dimensioned unit floor plans and building composites for attached and multi-family products
    - Floor plan modifications (if any) per architectural style
    - Wrap elevations with dimensions for each architectural style (Label architectural style for each elevation)
    - Enhanced elevations for corner side and visible side and rear elevations



- Material call-outs and depth of recesses or pop-outs should be identified
- Floor area calculations including living area per floor, total living area, and garage square footage
- Typical lot for each floor plan indicating building footprint, setback requirements, driveway locations, and sidewalk locations
- Site plan for reference
- All submittals in pdf format on a CD and 1/8" scale hard copy
- **Material and Color Package (Maximum Size of Board(s): 11" x 17")**
  - Noted or color coded elevations
  - Primary stucco color(s) (Actual paint chip)
  - Secondary stucco color(s) (Actual paint chip)
  - Accent and trim colors (Actual paint chip)
  - Accent material samples (Stone, Brick, Etc.) (Manufacturer's printed picture)
  - Roof tile (Actual material and color sample)
- **Landscape Plan (1" = 40')**
  - Street tree species, size and location
  - Neighborhood entries
  - Planting and fencing details

## **Plan Check Fees**

The following plan check fees shall apply to the design review process:

| <b>Submittal Type</b> |                                                                            | <b>Fee</b>                                                                                                                           |
|-----------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1                     | Preliminary Concept Site Plan:.....                                        | \$tbd                                                                                                                                |
| 2                     | Initial Full Submittal including: .....                                    | \$tbd                                                                                                                                |
|                       | • Detailed Development Plan                                                |                                                                                                                                      |
|                       | • Architectural Plans                                                      |                                                                                                                                      |
|                       | • Material and Color Sample Board                                          |                                                                                                                                      |
|                       | • Landscape Plan                                                           |                                                                                                                                      |
| 3                     | 2 <sup>nd</sup> Submittal addressing comments from Initial Submittal:..... | \$tbd                                                                                                                                |
| 4                     | Subsequent Submittals (if necessary):.....                                 | \$tbd per submittal                                                                                                                  |
| 5                     | Public Agency Submittals.....                                              | Fee per public agency requirements. Applicant is responsible for any and all public agency fees that apply to the project submittal. |

Upon review of the submittal, additional fees may be required to cover expenses incurred by the DRC. The plan check fee shall be submitted to the following:

**Design Review Committee**  
c/o Master Developer Name  
Street Address  
City, State, ZIP

Telephone:  
Fax:

## **DRC Design Review and Approval Process**

The Design Review Committee (DRC), established by the Master Developer, shall review each project submittal. Within 15 working days of receipt of a complete submittal, the DRC shall recommend "approved", "approved with modifications", or "denied". The DRC shall summarize its finding in a written response letter to the Master Developer. The Master Developer shall make the final decision regarding approval of the submittal. If the Master Developer fails to notify the applicant within 30 calendar days as to its decision regarding the project submittal, then the submittal shall be deemed "approved".

The DRC shall review each submission for the design's commitment to overall community development and adherence to the Design Guidelines. The DRC is not responsible for the review of submissions to determine conformance to any applicable codes and standards established by public agencies.

Submittals that are "Approved" by the DRC may then be submitted to public agencies, if required. Submittals that are "Approved with Modifications" or "Denied" shall be revised as necessary and re-submitted to the DRC for approval. ***All submittals must be approved by the DRC prior to submission to any public agency.*** Submittals to public agencies must be accompanied by a letter from the Master Developer indicating that the project has been reviewed and approved by the Master Developer.

## **Administration**

### **Amendment**

The Design Guidelines may be amended from time to time by the Master Developer. Any amendment, revision, or update to the Design Guidelines shall be distributed by the Master Developer to the City of Las Vegas for review and comment. Once finalized, the Master Developer will provide the updated Design Guidelines to the parcel owner of record. The parcel owner shall then be responsible to notify and distribute the Design Guidelines to any consultants preparing submittal packages on the parcel owner's behalf.

### **Prevalence of Declaration**

In the event of any conflict between the provisions of the Design Guidelines and the Master CC&R's for Skye Canyon, the most restrictive shall prevail.

### **Miscellaneous**

All items submitted during the review process shall become the property of the Master Developer. Changes to the approved plans shall be re-submitted to the DRC for approval and shall clearly identify the revision(s).

### **Prosecution of Work After Approval**

After approval of the final plans by the Master Developer, the construction, alteration or other work described therein shall be commenced and completed in accordance with the rules set forth in these Design Guidelines and the Declarations. The Master Developer or its representative has the right to enter the lot or premises and to inspect the project for compliance with the Design Guidelines or Declarations at any time, without advance notice to the lot owner nor fear of trespass and liability.

### **Violations**

Construction deemed by the Owner to be in violation of approved drawings, the Design Guidelines, or the Master CC&R's shall be corrected as described in the Declarations.

### **Recordation of Notice**

Upon approval of the final plans, the Owner shall, upon written request from the applicant, provide a statement of approval in a form appropriate for recordation. The Owner may also record a notice to reflect any work which has not been approved or any approval previously given which has been revoked.

### **Rule Making Authority**

The Owner adopts these Design Guidelines for the purpose of interpreting, applying, supplementing and implementing the provisions of the Master CC&R's pertaining to the design of site improvements. A copy of the Design Guidelines as from time to time adopted, amended or repealed shall be maintained in the office of the Owner and shall be available for inspection during normal business hours by any applicant or any architect or agent of any such applicant. It shall be the responsibility of the applicant or architect or agent of any such applicant to inform themselves as to any and all such changes of these Design Guidelines.

### **Liability of Committee**

Provided that the Owner acts in good faith, neither the Owner nor any representative thereof shall be liable to any applicant or any other person for any damage, loss or prejudice suffered or claimed on account of the review of any plans, specifications or

materials. The review and delivery of a form of approval or disapproval is not to be considered an opinion as to whether or not the plans are defective or whether the construction methods or performance of the work proposed therein is defective, or whether the facts therein are correct or meet Clark County Building Codes.

### **Professional Advice**

The Owner may employ the services of an architect, attorney, land planner, landscape architect or engineer to render professional advice and may charge the cost for services of such a professional to the applicant, but only after the applicant has been informed in advance such compensation shall be so charged.



Date: \_\_\_\_\_

### Submittal Checklist

Builder: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ e-mail: \_\_\_\_\_

Civil Engineer \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ e-mail: \_\_\_\_\_

Architect: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ e-mail: \_\_\_\_\_

Landscape Architect \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ e-mail: \_\_\_\_\_

Parcel No. : \_\_\_\_\_

Land Use Category: \_\_\_\_\_

Modified Development Standards Zoning Category: \_\_\_\_\_

#### DRC Submittal Materials

- \_\_\_\_\_ Builder Statement
- \_\_\_\_\_ Preliminary Concept Site Plan
- \_\_\_\_\_ Detailed Development Plan
- \_\_\_\_\_ Architectural Plans
- \_\_\_\_\_ Landscape Plan
- \_\_\_\_\_ Material and Color Package
- \_\_\_\_\_ DRC Submittal Fees

EXHIBIT A

SKYE CANYON MASTER PLANNED COMMUNITY  
DEVELOPMENT AGREEMENT  
SECOND AMENDMENT

Skye Canyon Design Guidelines dated June 21, 2011

Design Review Committee (DRC)

- DRC shall review each project submittal;
- Submittals to public agencies must be accompanied by a letter from the Master Developer/Master Community Home Owners Association indicating that the project has been reviewed and approved by the Master Developer/Master Community Home Owners Association;
- Improvements requiring review include but are not limited to residential projects including new construction, commercial and mixed-use projects, landscape, signage, and amenities such as parks, open play areas or community facilities and ancillary structures.

| WORK TO BE PERFORMED<br>UNDER REQUIRED PERMITS |                                                                                                                                                                                                                              | DRC LETTER<br>REQUIRED |    |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----|
|                                                |                                                                                                                                                                                                                              | YES                    | NO |
| 1.                                             | Exterior improvements or modifications affixed to existing buildings such as awnings, security grills, exterior veneers, patios, decks, balconies, stairways, security shutters, signs (including free-standing signs), etc. | X                      |    |
| 2.                                             | Swimming pools/spas                                                                                                                                                                                                          | X                      |    |
| 3.                                             | Roof-mounted photovoltaic systems on existing residential and commercial buildings                                                                                                                                           | X                      |    |
| 4.                                             | Ground-mounted photovoltaic systems on existing residential and commercial properties                                                                                                                                        | X                      |    |
| 5.                                             | Water features with permanent water and/or electrical supplies at residential and commercial properties                                                                                                                      | X                      |    |
| 6.                                             | Replacement of exterior air-conditioning equipment in same location as original                                                                                                                                              |                        | X  |
| 7.                                             | Re-roofing of existing structures with same material as original                                                                                                                                                             |                        | X  |
| 8.                                             | Exterior repairs with same building materials                                                                                                                                                                                |                        | X  |
| 9.                                             | Underground piping such as gas piping for barbecues, fire pits, etc.                                                                                                                                                         |                        | X  |
| 10.                                            |                                                                                                                                                                                                                              |                        |    |
| 11.                                            |                                                                                                                                                                                                                              |                        |    |
| 12.                                            |                                                                                                                                                                                                                              |                        |    |
| 13.                                            |                                                                                                                                                                                                                              |                        |    |

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# EXHIBIT N

## SKYE CANYON DEVELOPMENT AGREEMENT STREET LIGHT DESIGN



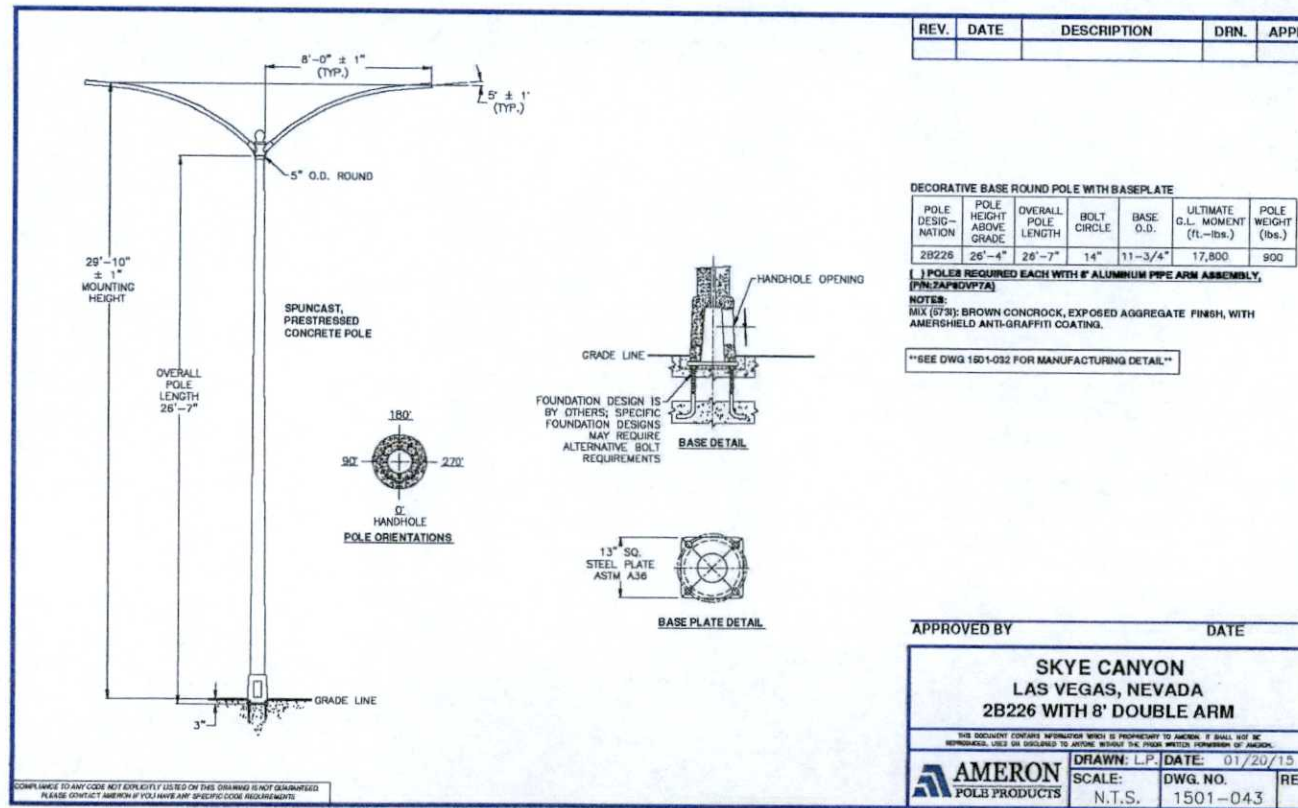
**EXHIBIT N**  
**TO SKYE CANYON DEVELOPMENT AGREEMENT**  
**STREET LIGHTS**

EXHIBIT N

Revised February 6, 2015

Second Revision April 15, 2015

Arterial Lane with Median



## Ordering Number Logic

### Scalable Specification Grade Cobrahead (ERS2)



ERS2

| PROD. ID                                                                        | VOLTAGE                                                                                                                                          | OPTICAL CODE                                                          | PHOTOMETRIC TYPE                                                                                                                                    | DRIVE CURRENT                                                                                                   | LED COLOR TEMP                          | PE FUNCTION                                                                                                                                                                                                               | COLOR                                                    | OPTIONS                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E = Evolve<br>R = Roadway<br>S = Scalable<br>2 = Double Module Optical Assembly | 0 = 120-277V<br>1 = 120<br>2 = 208<br>3 = 240<br>4 = 277<br>H = 347-480V<br>D = 347<br>5 = 480<br>* Fusing not available with Voltage "0" or "H" | Product Tier<br>*3 = Specification Grade<br>See Charts for all levels | A1 = Extra Narrow Asymmetric<br>B1 = Narrow Asymmetric (Medium)<br>C1 = Asymmetric (Short)<br>D1 = Asymmetric (Forward)<br>E1 = Asymmetric (Medium) | S = 525mA<br>7 = 700mA<br>1 = 1050mA<br>NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5300K | 30 = 3000K<br>40 = 4000K<br>50 = 5000K* | 1 = None<br>2 = PE Receptacle<br>4 = PE Receptacle & Shorting Cap<br>5 = PE Receptacle & ANSI C136.1 PE Control<br>A = ANSI C136.1 7-pin Dimming Receptacle<br>D = ANSI C136.1 7-pin Dimming Receptacle with Shorting Cap | BLACK = Black<br>GRAY = Gray<br>RAL # 0011<br>Nat. Brown | D = Wired Dimming<br>E = External Bubble Level<br>F = Fusing<br>G = Internal Bubble Level<br>L = Tool-Less Entry<br>R = Additional Secondary Surge Protection Device<br>T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002<br>- Rating 1 - 10kV/3kA Location Category (120 events)<br>- Rating 2 - 6kV/3kA Location Category C-Low (5000 events)<br>XXX = Special Options |

| 525 mA     |              | TYPICAL SYSTEM WATTAGE |               | TYPICAL INITIAL LUMENS |                  | BUG RATING |       | IES FILE NUMBERS |                | IES FILE NUMBERS |                | IES FILE NUMBERS |                |                |
|------------|--------------|------------------------|---------------|------------------------|------------------|------------|-------|------------------|----------------|------------------|----------------|------------------|----------------|----------------|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE       | DRIVE CURRENT | WATTAGE 120-277V       | WATTAGE 347-480V | 3000K      | 4000K | 5000K            | 120-277V 3000K | 120-277V 4000K   | 120-277V 5000K | 120-277V 3000K   | 120-277V 4000K | 120-277V 5000K |
| D3         | A1           | S25mA                  | 88            | 97                     | 6700             | 8000       | 2-0-2 | 2-0-2            | ERS2_03A1S30   | -120-277VIES     | ERS2_03A1S40   | -120-277VIES     | ERS2_03A1S50   | -120-277VIES   |
| E3         |              | S25mA                  | 99            | 109                    | 7500             | 9100       | 2-0-2 | 3-0-2            | ERS2_03A1S30   | -120-277VIES     | ERS2_03A1S40   | -120-277VIES     | ERS2_03A1S50   | -120-277VIES   |
| F3         |              | S25mA                  | 112           | 123                    | 8600             | 10300      | 2-0-2 | 3-0-2            | ERS2_03A1S30   | -120-277VIES     | ERS2_03A1S40   | -120-277VIES     | ERS2_03A1S50   | -120-277VIES   |
| G3         |              | S25mA                  | 125           | 138                    | 9600             | 11500      | 3-0-2 | 3-0-2            | ERS2_03A1S30   | -120-277VIES     | ERS2_03A1S40   | -120-277VIES     | ERS2_03A1S50   | -120-277VIES   |
| H3         | B1           | S25mA                  | 138           | 152                    | 10600            | 12700      | 3-0-2 | 3-0-3            | ERS2_03B1S30   | -120-277VIES     | ERS2_03B1S40   | -120-277VIES     | ERS2_03B1S50   | -120-277VIES   |
| D3         |              | S25mA                  | 88            | 97                     | 6900             | 8200       | 2-0-1 | 2-0-1            | ERS2_03B1S30   | -120-277VIES     | ERS2_03B1S40   | -120-277VIES     | ERS2_03B1S50   | -120-277VIES   |
| E3         |              | S25mA                  | 99            | 109                    | 7700             | 9300       | 2-0-1 | 2-0-1            | ERS2_03B1S30   | -120-277VIES     | ERS2_03B1S40   | -120-277VIES     | ERS2_03B1S50   | -120-277VIES   |
| F3         |              | S25mA                  | 112           | 123                    | 8800             | 10600      | 2-0-1 | 3-0-2            | ERS2_03B1S30   | -120-277VIES     | ERS2_03B1S40   | -120-277VIES     | ERS2_03B1S50   | -120-277VIES   |
| G3         | C1           | S25mA                  | 125           | 138                    | 9800             | 11800      | 2-0-1 | 3-0-2            | ERS2_03B1S30   | -120-277VIES     | ERS2_03B1S40   | -120-277VIES     | ERS2_03B1S50   | -120-277VIES   |
| H3         |              | S25mA                  | 138           | 152                    | 10800            | 13000      | 3-0-2 | 3-0-2            | ERS2_03B1S30   | -120-277VIES     | ERS2_03B1S40   | -120-277VIES     | ERS2_03B1S50   | -120-277VIES   |
| D3         |              | S25mA                  | 88            | 97                     | 6900             | 8200       | 2-0-1 | 2-0-1            | ERS2_03C1S30   | -120-277VIES     | ERS2_03C1S40   | -120-277VIES     | ERS2_03C1S50   | -120-277VIES   |
| E3         |              | S25mA                  | 99            | 109                    | 7700             | 9300       | 2-0-1 | 2-0-1            | ERS2_03C1S30   | -120-277VIES     | ERS2_03C1S40   | -120-277VIES     | ERS2_03C1S50   | -120-277VIES   |
| F3         | D1           | S25mA                  | 112           | 123                    | 8800             | 10600      | 2-0-1 | 3-0-1            | ERS2_03C1S30   | -120-277VIES     | ERS2_03C1S40   | -120-277VIES     | ERS2_03C1S50   | -120-277VIES   |
| G3         |              | S25mA                  | 125           | 138                    | 9800             | 11800      | 2-0-1 | 3-0-2            | ERS2_03C1S30   | -120-277VIES     | ERS2_03C1S40   | -120-277VIES     | ERS2_03C1S50   | -120-277VIES   |
| H3         |              | S25mA                  | 138           | 152                    | 10800            | 12700      | 3-0-2 | 3-0-2            | ERS2_03C1S30   | -120-277VIES     | ERS2_03C1S40   | -120-277VIES     | ERS2_03C1S50   | -120-277VIES   |
| D3         |              | S25mA                  | 88            | 97                     | 6900             | 8000       | 2-0-1 | 2-0-1            | ERS2_03D1S30   | -120-277VIES     | ERS2_03D1S40   | -120-277VIES     | ERS2_03D1S50   | -120-277VIES   |
| E3         | E1           | S25mA                  | 99            | 109                    | 7500             | 9100       | 2-0-1 | 2-0-2            | ERS2_03D1S30   | -120-277VIES     | ERS2_03D1S40   | -120-277VIES     | ERS2_03D1S50   | -120-277VIES   |
| F3         |              | S25mA                  | 112           | 123                    | 8600             | 10300      | 2-0-2 | 2-0-2            | ERS2_03D1S30   | -120-277VIES     | ERS2_03D1S40   | -120-277VIES     | ERS2_03D1S50   | -120-277VIES   |
| G3         |              | S25mA                  | 125           | 138                    | 9600             | 11500      | 2-0-2 | 2-0-2            | ERS2_03D1S30   | -120-277VIES     | ERS2_03D1S40   | -120-277VIES     | ERS2_03D1S50   | -120-277VIES   |
| H3         |              | S25mA                  | 138           | 152                    | 10600            | 12700      | 2-0-2 | 3-0-2            | ERS2_03D1S30   | -120-277VIES     | ERS2_03D1S40   | -120-277VIES     | ERS2_03D1S50   | -120-277VIES   |
| D3         | F1           | S25mA                  | 88            | 97                     | 6900             | 8200       | 2-0-1 | 2-0-1            | ERS2_03E1S30   | -120-277VIES     | ERS2_03E1S40   | -120-277VIES     | ERS2_03E1S50   | -120-277VIES   |
| E3         |              | S25mA                  | 99            | 109                    | 7700             | 9300       | 2-0-1 | 2-0-2            | ERS2_03E1S30   | -120-277VIES     | ERS2_03E1S40   | -120-277VIES     | ERS2_03E1S50   | -120-277VIES   |
| F3         |              | S25mA                  | 112           | 123                    | 8800             | 10600      | 2-0-1 | 3-0-2            | ERS2_03E1S30   | -120-277VIES     | ERS2_03E1S40   | -120-277VIES     | ERS2_03E1S50   | -120-277VIES   |
| G3         |              | S25mA                  | 125           | 138                    | 9800             | 11800      | 2-0-2 | 3-0-2            | ERS2_03E1S30   | -120-277VIES     | ERS2_03E1S40   | -120-277VIES     | ERS2_03E1S50   | -120-277VIES   |
| H3         |              | S25mA                  | 138           | 152                    | 10800            | 13000      | 3-0-2 | 3-0-2            | ERS2_03E1S30   | -120-277VIES     | ERS2_03E1S40   | -120-277VIES     | ERS2_03E1S50   | -120-277VIES   |

## NOTES:

- Max Operating Ambient 50° C
- Some 347-480V Not DLC Listed (Contact Manufacturer)
- For T Option Availability (Contact Manufacturer)

## Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005



# EXHIBIT N

Revised February 6, 2015, Second Revision April 15, 2015

## Scalable Specification Grade Cobrahead (ERS2)

| 525mA      |              |                  |                        |          |                        |       |            |                  |              |                  |              |                  |              |  |
|------------|--------------|------------------|------------------------|----------|------------------------|-------|------------|------------------|--------------|------------------|--------------|------------------|--------------|--|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE | TYPICAL SYSTEM WATTAGE |          | TYPICAL INITIAL LUMENS |       | BUG RATING | IES FILE NUMBERS |              | IES FILE NUMBERS |              | IES FILE NUMBERS |              |  |
|            |              |                  | 120-277V               | 347-480V | 3000K                  | 5000K |            | 347-480V         | 5000K        | 347-480V         | 5000K        | 347-480V         | 5000K        |  |
| D3         | A1           | 525mA            | 88                     | 97       | 6700                   | 8000  | 2-0-2      | ERS2_D3A1530     | -347-480VIES | ERS2_D3A1540     | -347-480VIES | ERS2_D3A1550     | -347-480VIES |  |
| E3         |              | 525mA            | 99                     | 109      | 7500                   | 9100  | 2-0-2      | ERS2_E3A1530     | -347-480VIES | ERS2_E3A1540     | -347-480VIES | ERS2_E3A1550     | -347-480VIES |  |
| F3         |              | 525mA            | 112                    | 123      | 8600                   | 10300 | 2-0-2      | ERS2_F3A1530     | -347-480VIES | ERS2_F3A1540     | -347-480VIES | ERS2_F3A1550     | -347-480VIES |  |
| G3         |              | 525mA            | 125                    | 138      | 9600                   | 11500 | 3-0-2      | ERS2_G3A1530     | -347-480VIES | ERS2_G3A1540     | -347-480VIES | ERS2_G3A1550     | -347-480VIES |  |
| H3         | B1           | 525mA            | 138                    | 152      | 10600                  | 12700 | 3-0-2      | ERS2_H3A1530     | -347-480VIES | ERS2_H3A1540     | -347-480VIES | ERS2_H3A1550     | -347-480VIES |  |
| D3         |              | 525mA            | 88                     | 97       | 6900                   | 8200  | 2-0-1      | ERS2_D3B1530     | -347-480VIES | ERS2_D3B1540     | -347-480VIES | ERS2_D3B1550     | -347-480VIES |  |
| E3         |              | 525mA            | 99                     | 109      | 7700                   | 9300  | 2-0-1      | ERS2_E3B1530     | -347-480VIES | ERS2_E3B1540     | -347-480VIES | ERS2_E3B1550     | -347-480VIES |  |
| F3         |              | 525mA            | 112                    | 123      | 8800                   | 10600 | 2-0-1      | ERS2_F3B1530     | -347-480VIES | ERS2_F3B1540     | -347-480VIES | ERS2_F3B1550     | -347-480VIES |  |
| G3         | C1           | 525mA            | 125                    | 138      | 9800                   | 11800 | 3-0-2      | ERS2_G3B1530     | -347-480VIES | ERS2_G3B1540     | -347-480VIES | ERS2_G3B1550     | -347-480VIES |  |
| H3         |              | 525mA            | 138                    | 152      | 10800                  | 13000 | 3-0-2      | ERS2_H3B1530     | -347-480VIES | ERS2_H3B1540     | -347-480VIES | ERS2_H3B1550     | -347-480VIES |  |
| D3         |              | 525mA            | 88                     | 97       | 6900                   | 8200  | 2-0-1      | ERS2_D3C1530     | -347-480VIES | ERS2_D3C1540     | -347-480VIES | ERS2_D3C1550     | -347-480VIES |  |
| E3         |              | 525mA            | 99                     | 109      | 7700                   | 9300  | 2-0-1      | ERS2_E3C1530     | -347-480VIES | ERS2_E3C1540     | -347-480VIES | ERS2_E3C1550     | -347-480VIES |  |
| F3         | D1           | 525mA            | 112                    | 123      | 8800                   | 10600 | 2-0-1      | ERS2_F3C1530     | -347-480VIES | ERS2_F3C1540     | -347-480VIES | ERS2_F3C1550     | -347-480VIES |  |
| G3         |              | 525mA            | 125                    | 138      | 9800                   | 11800 | 2-0-1      | ERS2_G3C1530     | -347-480VIES | ERS2_G3C1540     | -347-480VIES | ERS2_G3C1550     | -347-480VIES |  |
| H3         |              | 525mA            | 138                    | 152      | 10800                  | 13000 | 3-0-2      | ERS2_H3C1530     | -347-480VIES | ERS2_H3C1540     | -347-480VIES | ERS2_H3C1550     | -347-480VIES |  |
| D3         |              | 525mA            | 88                     | 97       | 6700                   | 8000  | 2-0-1      | ERS2_D3D1530     | -347-480VIES | ERS2_D3D1540     | -347-480VIES | ERS2_D3D1550     | -347-480VIES |  |
| E3         | E1           | 525mA            | 99                     | 109      | 7500                   | 9100  | 2-0-1      | ERS2_E3D1530     | -347-480VIES | ERS2_E3D1540     | -347-480VIES | ERS2_E3D1550     | -347-480VIES |  |
| F3         |              | 525mA            | 112                    | 123      | 8600                   | 10300 | 2-0-2      | ERS2_F3D1530     | -347-480VIES | ERS2_F3D1540     | -347-480VIES | ERS2_F3D1550     | -347-480VIES |  |
| G3         |              | 525mA            | 125                    | 138      | 9600                   | 11500 | 2-0-2      | ERS2_G3D1530     | -347-480VIES | ERS2_G3D1540     | -347-480VIES | ERS2_G3D1550     | -347-480VIES |  |
| H3         |              | 525mA            | 138                    | 152      | 10600                  | 12700 | 3-0-2      | ERS2_H3D1530     | -347-480VIES | ERS2_H3D1540     | -347-480VIES | ERS2_H3D1550     | -347-480VIES |  |
| D3         | E1           | 525mA            | 88                     | 97       | 6900                   | 8200  | 2-0-1      | ERS2_D3E1530     | -120-277VIES | ERS2_D3E1540     | -120-277VIES | ERS2_D3E1550     | -120-277VIES |  |
| E3         |              | 525mA            | 99                     | 109      | 7700                   | 9300  | 2-0-1      | ERS2_E3E1530     | -347-480VIES | ERS2_E3E1540     | -347-480VIES | ERS2_E3E1550     | -347-480VIES |  |
| F3         |              | 525mA            | 112                    | 123      | 8800                   | 10600 | 2-0-1      | ERS2_F3E1530     | -347-480VIES | ERS2_F3E1540     | -347-480VIES | ERS2_F3E1550     | -347-480VIES |  |
| G3         |              | 525mA            | 125                    | 138      | 9800                   | 11800 | 2-0-2      | ERS2_G3E1530     | -347-480VIES | ERS2_G3E1540     | -347-480VIES | ERS2_G3E1550     | -347-480VIES |  |
| H3         | E1           | 525mA            | 138                    | 152      | 10800                  | 13000 | 3-0-2      | ERS2_H3E1530     | -347-480VIES | ERS2_H3E1540     | -347-480VIES | ERS2_H3E1550     | -347-480VIES |  |

| 700 mA     |              |                  |               |                                 |                              |                                      |                          |                                 |               |                                 |               |                                 |               |               |
|------------|--------------|------------------|---------------|---------------------------------|------------------------------|--------------------------------------|--------------------------|---------------------------------|---------------|---------------------------------|---------------|---------------------------------|---------------|---------------|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE | DRIVE CURRENT | TYPICAL SYSTEM WATTAGE 120-277V | TYPICAL INITIAL LUMENS 3000K | TYPICAL INITIAL LUMENS 4000K & 5000K | BUG RATING 3000K & 5000K | IES FILE NUMBERS 120-277V 3000K |               | IES FILE NUMBERS 120-277V 4000K |               | IES FILE NUMBERS 120-277V 5000K |               |               |
| D3         | A1           |                  | 700mA         | 113                             | 8100                         | 9700                                 | 2-0-2                    | 3-0-2                           | ERS2_D3A1730  | -120-277V.IES                   | ERS2_D3A1740  | -120-277V.IES                   | ERS2_D3A1750  | -120-277V.IES |
| E3         |              |                  | 700mA         | 130                             | 9400                         | 11300                                | 3-0-2                    | 3-0-2                           | ERS2_E3A1730  | -120-277V.IES                   | ERS2_E3A1740  | -120-277V.IES                   | ERS2_E3A1750  | -120-277V.IES |
| F3         |              |                  | 700mA         | 148                             | 10600                        | 12800                                | 3-0-2                    | 3-0-3                           | ERS2_F3A1730  | -120-277V.IES                   | ERS2_F3A1740  | -120-277V.IES                   | ERS2_F3A1750  | -120-277V.IES |
| G3         |              |                  | 700mA         | 172                             | 12000                        | 14200                                | 3-0-2                    | 3-0-3                           | ERS2_G3A1730  | -120-277V.IES                   | ERS2_G3A1740  | -120-277V.IES                   | ERS2_G3A1750  | -120-277V.IES |
| H3         | B1           |                  | 700mA         | 189                             | 13300                        | 15700                                | 3-0-3                    | 3-0-3                           | ERS2_H3A1730  | -120-277V.IES                   | ERS2_H3A1740  | -120-277V.IES                   | ERS2_H3A1750  | -120-277V.IES |
| D3         |              |                  | 700mA         | 113                             | 8300                         | 10000                                | 2-0-1                    | 3-0-1                           | ERS2_D3B1730  | -120-277V.IES                   | ERS2_D3B1740  | -120-277V.IES                   | ERS2_D3B1750  | -120-277V.IES |
| E3         |              |                  | 700mA         | 130                             | 9600                         | 11600                                | 2-0-1                    | 3-0-2                           | ERS2_E3B1730  | -120-277V.IES                   | ERS2_E3B1740  | -120-277V.IES                   | ERS2_E3B1750  | -120-277V.IES |
| F3         |              |                  | 700mA         | 148                             | 10900                        | 13100                                | 3-0-2                    | 3-0-2                           | ERS2_F3B1730  | -120-277V.IES                   | ERS2_F3B1740  | -120-277V.IES                   | ERS2_F3B1750  | -120-277V.IES |
| G3         | C1           |                  | 700mA         | 172                             | 12100                        | 14600                                | 3-0-2                    | 3-0-2                           | ERS2_G3B1730  | -120-277V.IES                   | ERS2_G3B1740  | -120-277V.IES                   | ERS2_G3B1750  | -120-277V.IES |
| H3         |              |                  | 700mA         | 189                             | 13400                        | 16100                                | 3-0-2                    | 3-0-2                           | ERS2_H3B1730  | -120-277V.IES                   | ERS2_H3B1740  | -120-277V.IES                   | ERS2_H3B1750  | -120-277V.IES |
| D3         |              |                  | 700mA         | 113                             | 8300                         | 10000                                | 2-0-1                    | 3-0-1                           | ERS2_D3C1730  | -120-277V.IES                   | ERS2_D3C1740  | -120-277V.IES                   | ERS2_D3C1750  | -120-277V.IES |
| E3         |              |                  | 700mA         | 130                             | 9600                         | 11600                                | 2-0-1                    | 3-0-2                           | ERS2_E3C1730  | -120-277V.IES                   | ERS2_E3C1740  | -120-277V.IES                   | ERS2_E3C1750  | -120-277V.IES |
| F3         | D1           |                  | 700mA         | 148                             | 10900                        | 13100                                | 3-0-2                    | 3-0-2                           | ERS2_F3C1730  | -120-277V.IES                   | ERS2_F3C1740  | -120-277V.IES                   | ERS2_F3C1750  | -120-277V.IES |
| G3         |              |                  | 700mA         | 172                             | 12100                        | 14600                                | 3-0-2                    | 3-0-2                           | ERS2_G3C1730  | -120-277V.IES                   | ERS2_G3C1740  | -120-277V.IES                   | ERS2_G3C1750  | -120-277V.IES |
| H3         |              |                  | 700mA         | 189                             | 13400                        | 16100                                | 3-0-2                    | 3-0-2                           | ERS2_H3C1730  | -120-277V.IES                   | ERS2_H3C1740  | -120-277V.IES                   | ERS2_H3C1750  | -120-277V.IES |
| D3         |              |                  | 700mA         | 113                             | 8100                         | 9700                                 | 2-0-2                    | 2-0-2                           | ERS2_D3D1730  | -120-277V.IES                   | ERS2_D3D1740  | -120-277V.IES                   | ERS2_D3D1750  | -120-277V.IES |
| E3         | E1           |                  | 700mA         | 130                             | 9400                         | 11300                                | 2-0-2                    | 2-0-2                           | ERS2_E3D1730  | -120-277V.IES                   | ERS2_E3D1740  | -120-277V.IES                   | ERS2_E3D1750  | -120-277V.IES |
| F3         |              |                  | 700mA         | 148                             | 10600                        | 12800                                | 2-0-2                    | 3-0-2                           | ERS2_F3D1730  | -120-277V.IES                   | ERS2_F3D1740  | -120-277V.IES                   | ERS2_F3D1750  | -120-277V.IES |
| G3         |              |                  | 700mA         | 172                             | 12000                        | 14200                                | 2-0-2                    | 3-0-2                           | ERS2_G3D1730  | -120-277V.IES                   | ERS2_G3D1740  | -120-277V.IES                   | ERS2_G3D1750  | -120-277V.IES |
| H3         |              |                  | 700mA         | 189                             | 13300                        | 15700                                | 3-0-2                    | 3-0-2                           | ERS2_H3D1730  | -120-277V.IES                   | ERS2_H3D1740  | -120-277V.IES                   | ERS2_H3D1750  | -120-277V.IES |
| D3         | E1           |                  | 700mA         | 113                             | 8300                         | 10000                                | 2-0-1                    | 2-0-2                           | ERS2_D3E1730  | -120-277V.IES                   | ERS2_D3E1740  | -120-277V.IES                   | ERS2_D3E1750  | -120-277V.IES |
| E3         |              |                  | 700mA         | 130                             | 9600                         | 11600                                | 2-0-2                    | 3-0-2                           | ERS2_E3E1730  | -120-277V.IES                   | ERS2_E3E1740  | -120-277V.IES                   | ERS2_E3E1750  | -120-277V.IES |
| F3         |              |                  | 700mA         | 148                             | 10900                        | 13100                                | 3-0-2                    | 3-0-2                           | ERS2_F3E1730  | -120-277V.IES                   | ERS2_F3E1740  | -120-277V.IES                   | ERS2_F3E1750  | -120-277V.IES |
| G3         |              |                  | 700mA         | 172                             | 12100                        | 14600                                | 3-0-2                    | 3-0-2                           | ERS2_G3E1730  | -120-277V.IES                   | ERS2_G3E1740  | -120-277V.IES                   | ERS2_G3E1750  | -120-277V.IES |
| H3         |              | 700mA            | 189           | 13400                           | 16100                        | 3-0-2                                | 3-0-2                    | ERS2_H3E1730                    | -120-277V.IES | ERS2_H3E1740                    | -120-277V.IES | ERS2_H3E1750                    | -120-277V.IES |               |

### NOTES

- Max Operating Ambient 50° C
- 347-480V Not Available in 700mA & 1050mA
- For T Option, Contact Manufacturer

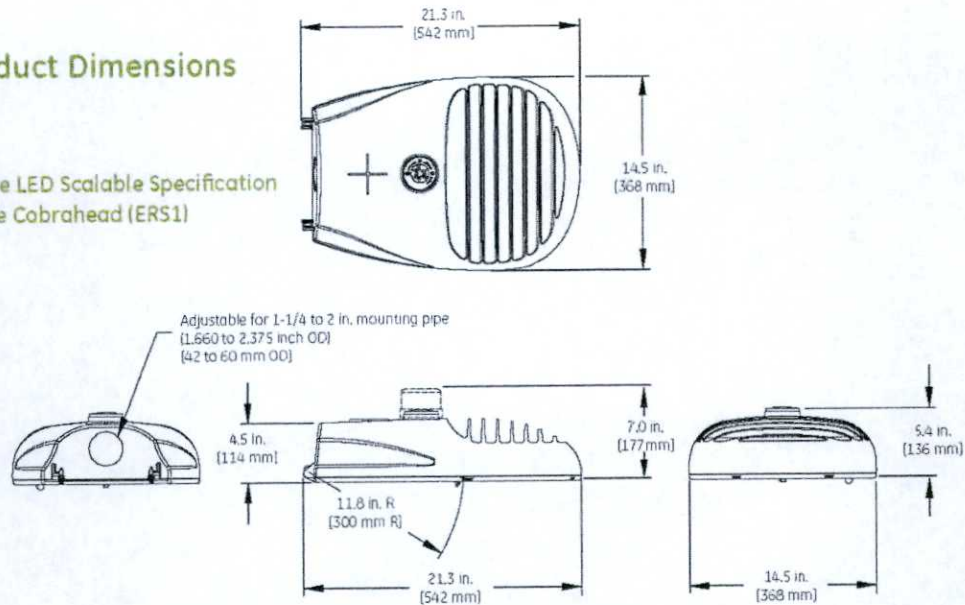
### Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH1700S



## Product Dimensions

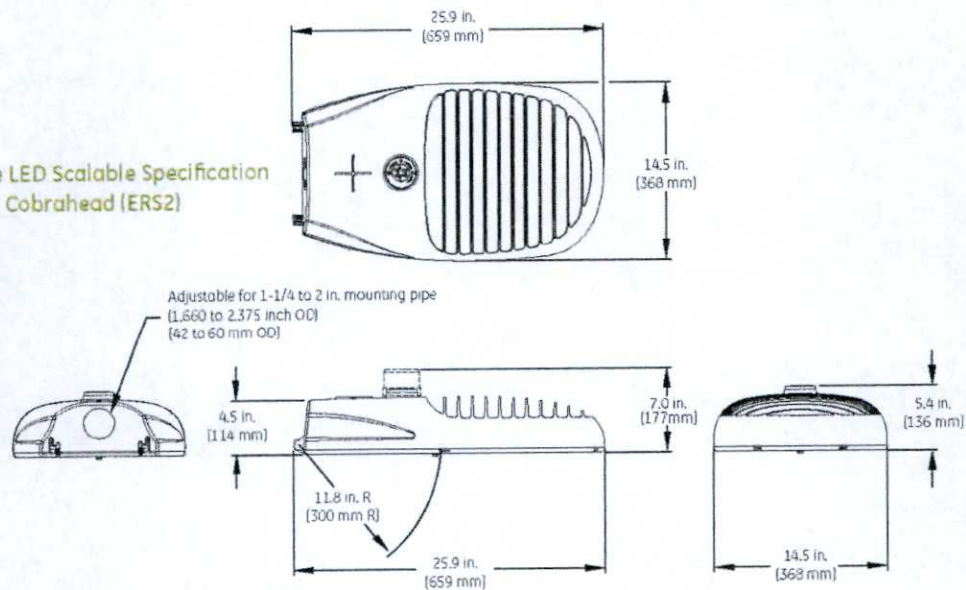
### Evolve LED Scalable Specification Grade Cobrahead (ERS1)



#### DATA

- Approximate Net Weight: 20 to 25 lbs. (9.07 to 11.34 kgs.)  
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.5 sq. ft. max (0.046 sq. m)

### Evolve LED Scalable Specification Grade Cobrahead (ERS2)



#### DATA

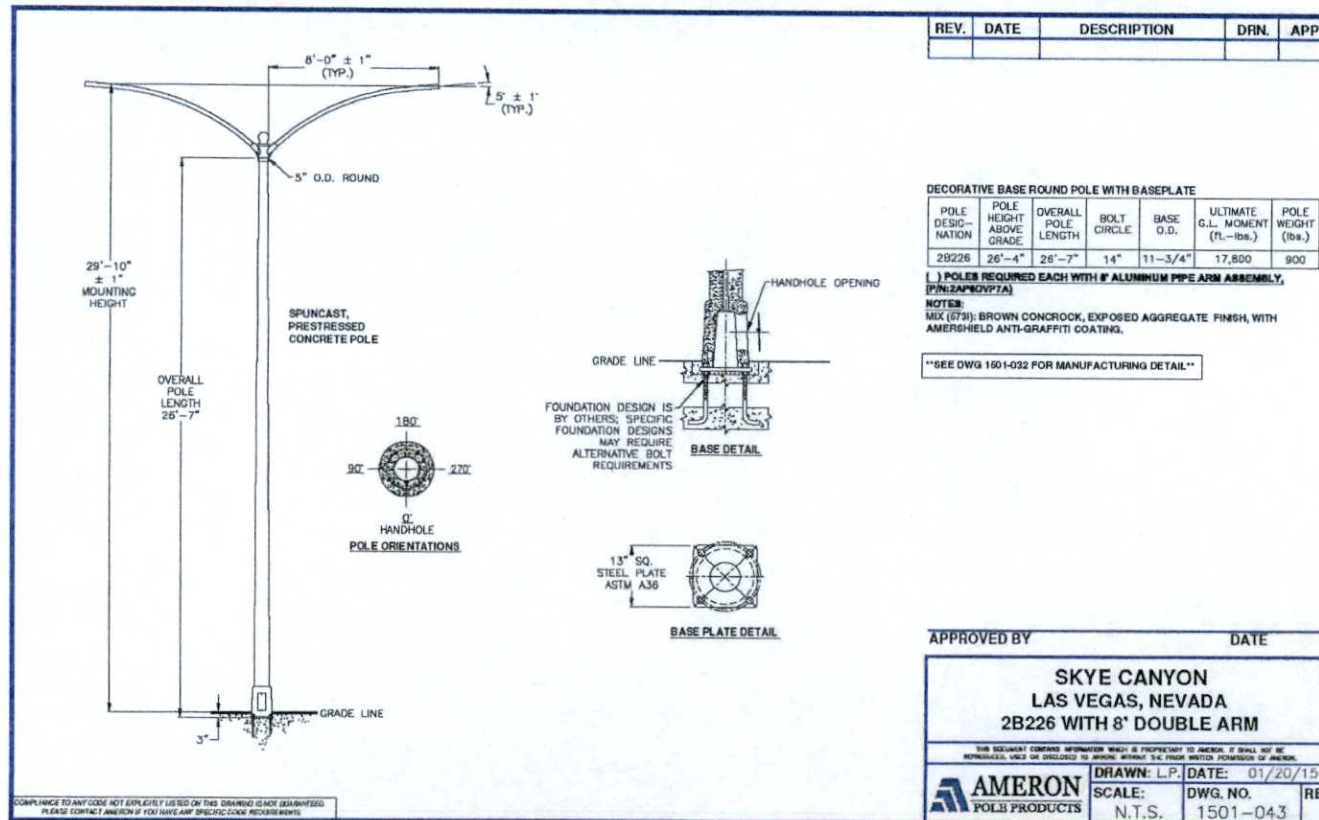
- Approximate Net Weight: 25 to 29 lbs. (11.34 to 13.15 kgs.)  
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.7 sq. ft. max (0.065 sq. m)

EXHIBIT N

Revised February 6, 2015

Second Revision April 15, 2015

Arterial Lane





## Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS3)



ERS3

5

| PROD. ID                                                                        | VOLTAGE                                                                                                                                              | OPTICAL CODE                                                             | PHOTOMETRIC TYPE                                                                                                                                    | DRIVE CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | LED COLOR TEMP | PE FUNCTION | COLOR | OPTIONS |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------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| E = Evolve<br>R = Roadway<br>S = Scalable<br>3 = Triple Module Optical Assembly | 0 = 120-277V<br>1 = 120<br>2 = 208<br>3 = 240<br>4 = 277<br>H = 347-480V<br>D = 347<br>S = 480<br><br>* Fusing not available with Voltage "0" or "H" | Product Tier<br>3 = Specification Grade<br><br>See Charts for all levels | A1 = Extra Narrow Asymmetric<br>B1 = Narrow Asymmetric (Medium)<br>C1 = Asymmetric (Short)<br>D1 = Asymmetric (Forward)<br>E1 = Asymmetric (Medium) | 5 = 525mA<br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br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|                |             |       |         |

| 525 mA     |           | TYPICAL SYSTEM WATTAGE |               | TYPICAL SYSTEM LUMENS |          | BUS RATING |       | IES FILE NUMBERS |             | IES FILE NUMBERS |             | IES FILE NUMBERS |             |
|------------|-----------|------------------------|---------------|-----------------------|----------|------------|-------|------------------|-------------|------------------|-------------|------------------|-------------|
| PRODUCT ID | OPT. CODE | PHOTOMETRIC TYPE       | DRIVE CURRENT | 120-277V              | 347-480V | 3000K      | 4000K | 5000K            | 120-277V    | 120-277V         | 120-277V    | 120-277V         | 120-277V    |
| J3         |           | A1                     | S25mA         | 151                   | 166      | 11700      | 14000 | 3-0-2            | ERS3_JA1S30 | ERS3_JA1S40      | ERS3_JA1S50 | ERS3_JA1S30      | ERS3_JA1S50 |
| K3         |           | A1                     | S25mA         | 170                   | 187      | 12700      | 15300 | 3-0-3            | ERS3_JA1S30 | ERS3_JA1S40      | ERS3_JA1S50 | ERS3_JA1S30      | ERS3_JA1S50 |
| L3         |           | A1                     | S25mA         | 183                   | 201      | 13700      | 16500 | 3-0-3            | ERS3_LA1S30 | ERS3_LA1S40      | ERS3_LA1S50 | ERS3_LA1S30      | ERS3_LA1S50 |
| M3         |           | A1                     | S25mA         | 196                   | 216      | 14700      | 17700 | 3-0-3            | ERS3_MA1S30 | ERS3_MA1S40      | ERS3_MA1S50 | ERS3_MA1S30      | ERS3_MA1S50 |
| N3         |           | A1                     | S25mA         | 209                   | 230      | 15700      | 18900 | 3-0-3            | ERS3_NA1S30 | ERS3_NA1S40      | ERS3_NA1S50 | ERS3_NA1S30      | ERS3_NA1S50 |
| J3         |           | B1                     | S25mA         | 151                   | 166      | 12700      | 14400 | 3-0-2            | ERS3_JB1S30 | ERS3_JB1S40      | ERS3_JB1S50 | ERS3_JB1S30      | ERS3_JB1S50 |
| K3         |           | B1                     | S25mA         | 170                   | 187      | 13000      | 15600 | 3-0-2            | ERS3_KB1S30 | ERS3_KB1S40      | ERS3_KB1S50 | ERS3_KB1S30      | ERS3_KB1S50 |
| L3         |           | B1                     | S25mA         | 183                   | 201      | 14000      | 16500 | 3-0-2            | ERS3_LB1S30 | ERS3_LB1S40      | ERS3_LB1S50 | ERS3_LB1S30      | ERS3_LB1S50 |
| M3         |           | B1                     | S25mA         | 196                   | 216      | 15100      | 18100 | 3-0-2            | ERS3_MB1S30 | ERS3_MB1S40      | ERS3_MB1S50 | ERS3_MB1S30      | ERS3_MB1S50 |
| N3         |           | B1                     | S25mA         | 209                   | 230      | 16100      | 19400 | 3-0-2            | ERS3_NB1S30 | ERS3_NB1S40      | ERS3_NB1S50 | ERS3_NB1S30      | ERS3_NB1S50 |
| J3         |           | C1                     | S25mA         | 151                   | 166      | 12000      | 14400 | 3-0-2            | ERS3_JC1S30 | ERS3_JC1S40      | ERS3_JC1S50 | ERS3_JC1S30      | ERS3_JC1S50 |
| K3         |           | C1                     | S25mA         | 170                   | 187      | 13000      | 15600 | 3-0-2            | ERS3_KC1S30 | ERS3_KC1S40      | ERS3_KC1S50 | ERS3_KC1S30      | ERS3_KC1S50 |
| L3         |           | C1                     | S25mA         | 183                   | 201      | 14000      | 16900 | 3-0-2            | ERS3_LC1S30 | ERS3_LC1S40      | ERS3_LC1S50 | ERS3_LC1S30      | ERS3_LC1S50 |
| M3         |           | C1                     | S25mA         | 196                   | 216      | 15100      | 18100 | 3-0-2            | ERS3_MC1S30 | ERS3_MC1S40      | ERS3_MC1S50 | ERS3_MC1S30      | ERS3_MC1S50 |
| N3         |           | C1                     | S25mA         | 209                   | 230      | 16100      | 19400 | 3-0-2            | ERS3_NC1S30 | ERS3_NC1S40      | ERS3_NC1S50 | ERS3_NC1S30      | ERS3_NC1S50 |
| J3         |           | D1                     | S25mA         | 151                   | 166      | 11700      | 14000 | 3-0-2            | ERS3_JD1S30 | ERS3_JD1S40      | ERS3_JD1S50 | ERS3_JD1S30      | ERS3_JD1S50 |
| K3         |           | D1                     | S25mA         | 170                   | 187      | 12700      | 15300 | 3-0-2            | ERS3_KD1S30 | ERS3_KD1S40      | ERS3_KD1S50 | ERS3_KD1S30      | ERS3_KD1S50 |
| L3         |           | D1                     | S25mA         | 183                   | 201      | 13700      | 16500 | 3-0-2            | ERS3_LD1S30 | ERS3_LD1S40      | ERS3_LD1S50 | ERS3_LD1S30      | ERS3_LD1S50 |
| M3         |           | D1                     | S25mA         | 196                   | 216      | 14700      | 17700 | 3-0-2            | ERS3_MD1S30 | ERS3_MD1S40      | ERS3_MD1S50 | ERS3_MD1S30      | ERS3_MD1S50 |
| N3         |           | D1                     | S25mA         | 209                   | 230      | 15700      | 18900 | 3-0-2            | ERS3_ND1S30 | ERS3_ND1S40      | ERS3_ND1S50 | ERS3_ND1S30      | ERS3_ND1S50 |
| J3         |           | E1                     | S25mA         | 151                   | 166      | 12000      | 14400 | 3-0-2            | ERS3_JE1S30 | ERS3_JE1S40      | ERS3_JE1S50 | ERS3_JE1S30      | ERS3_JE1S50 |
| K3         |           | E1                     | S25mA         | 170                   | 187      | 13000      | 15600 | 3-0-2            | ERS3_KJ1S30 | ERS3_KJ1S40      | ERS3_KJ1S50 | ERS3_KJ1S30      | ERS3_KJ1S50 |
| L3         |           | E1                     | S25mA         | 183                   | 201      | 14000      | 16900 | 3-0-2            | ERS3_LJ1S30 | ERS3_LJ1S40      | ERS3_LJ1S50 | ERS3_LJ1S30      | ERS3_LJ1S50 |
| M3         |           | E1                     | S25mA         | 196                   | 216      | 15100      | 18100 | 3-0-2            | ERS3_MJ1S30 | ERS3_MJ1S40      | ERS3_MJ1S50 | ERS3_MJ1S30      | ERS3_MJ1S50 |
| N3         |           | E1                     | S25mA         | 209                   | 230      | 16100      | 19400 | 3-0-2            | ERS3_NJ1S30 | ERS3_NJ1S40      | ERS3_NJ1S50 | ERS3_NJ1S30      | ERS3_NJ1S50 |

### NOTES:

- Max Operating Ambient 50° C
- Max Operating Ambient 45° C for 347-480V
- For T Option, Contact Manufacturer

### Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005



# EXHIBIT N

Revised February 6, 2015, Second Revision April 15, 2015

## Scalable Specification Grade Cobrahead

525 mA

| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE | DRIVE CURRENT | TYPICAL SYSTEM WATTAGE 120-277V | TYPICAL SYSTEM WATTAGE 347-480V | TYPICAL INITIAL LUMENS 3000K | TYPICAL INITIAL LUMENS 4000K & 5000K | BUG RATING 3000K | BUG RATING 4000K & 5000K | IES FILE NUMBERS 347-480V 3000K | IES FILE NUMBERS 347-480V 4000K | IES FILE NUMBERS 347-480V 5000K |              |              |              |
|------------|--------------|------------------|---------------|---------------------------------|---------------------------------|------------------------------|--------------------------------------|------------------|--------------------------|---------------------------------|---------------------------------|---------------------------------|--------------|--------------|--------------|
| D3         |              | A1               | 525mA         | 88                              | 97                              | 6700                         | 8000                                 | 2-0-2            | 2-0-2                    | ERS2_D3A1530                    | -347-480VIES                    | ERS2_D3A1540                    | -347-480VIES | ERS2_D3A1550 | -347-480VIES |
| E3         | 525mA        |                  | 99            | 109                             | 7500                            | 9100                         | 2-0-2                                | 3-0-2            | ERS2_E3A1530             | -347-480VIES                    | ERS2_E3A1540                    | -347-480VIES                    | ERS2_E3A1550 | -347-480VIES |              |
| F3         | 525mA        |                  | 112           | 123                             | 8600                            | 10300                        | 2-0-2                                | 3-0-2            | ERS2_F3A1530             | -347-480VIES                    | ERS2_F3A1540                    | -347-480VIES                    | ERS2_F3A1550 | -347-480VIES |              |
| G3         | 525mA        |                  | 125           | 138                             | 9600                            | 11500                        | 3-0-2                                | 3-0-2            | ERS2_G3A1530             | -347-480VIES                    | ERS2_G3A1540                    | -347-480VIES                    | ERS2_G3A1550 | -347-480VIES |              |
| H3         | 525mA        |                  | 138           | 152                             | 10600                           | 12700                        | 3-0-2                                | 3-0-2            | ERS2_H3A1530             | -347-480VIES                    | ERS2_H3A1540                    | -347-480VIES                    | ERS2_H3A1550 | -347-480VIES |              |
| D3         |              | B1               | 525mA         | 88                              | 97                              | 6900                         | 8200                                 | 2-0-1            | 2-0-1                    | ERS2_D3B1530                    | -347-480VIES                    | ERS2_D3B1540                    | -347-480VIES | ERS2_D3B1550 | -347-480VIES |
| E3         | 525mA        |                  | 99            | 109                             | 7700                            | 9300                         | 2-0-1                                | 2-0-1            | ERS2_E3B1530             | -347-480VIES                    | ERS2_E3B1540                    | -347-480VIES                    | ERS2_E3B1550 | -347-480VIES |              |
| E3         | 525mA        |                  | 112           | 123                             | 8800                            | 10600                        | 2-0-1                                | 3-0-2            | ERS2_E3C1530             | -347-480VIES                    | ERS2_E3C1540                    | -347-480VIES                    | ERS2_E3C1550 | -347-480VIES |              |
| G3         | 525mA        |                  | 125           | 138                             | 9800                            | 11800                        | 2-0-1                                | 3-0-2            | ERS2_G3B1530             | -347-480VIES                    | ERS2_G3B1540                    | -347-480VIES                    | ERS2_G3B1550 | -347-480VIES |              |
| H3         | 525mA        |                  | 138           | 152                             | 10800                           | 13000                        | 3-0-2                                | 3-0-2            | ERS2_H3B1530             | -347-480VIES                    | ERS2_H3B1540                    | -347-480VIES                    | ERS2_H3B1550 | -347-480VIES |              |
| D3         |              | C1               | 525mA         | 88                              | 97                              | 6900                         | 8200                                 | 2-0-1            | 2-0-1                    | ERS2_D3C1530                    | -347-480VIES                    | ERS2_D3C1540                    | -347-480VIES | ERS2_D3C1550 | -347-480VIES |
| E3         | 525mA        |                  | 99            | 109                             | 7700                            | 9300                         | 2-0-1                                | 2-0-1            | ERS2_E3C1530             | -347-480VIES                    | ERS2_E3C1540                    | -347-480VIES                    | ERS2_E3C1550 | -347-480VIES |              |
| F3         | 525mA        |                  | 112           | 123                             | 8800                            | 10600                        | 2-0-1                                | 3-0-1            | ERS2_F3C1530             | -347-480VIES                    | ERS2_F3C1540                    | -347-480VIES                    | ERS2_F3C1550 | -347-480VIES |              |
| G3         | 525mA        |                  | 125           | 138                             | 9800                            | 11800                        | 2-0-1                                | 3-0-2            | ERS2_G3C1530             | -347-480VIES                    | ERS2_G3C1540                    | -347-480VIES                    | ERS2_G3C1550 | -347-480VIES |              |
| H3         | 525mA        |                  | 138           | 152                             | 10800                           | 13000                        | 3-0-2                                | 3-0-2            | ERS2_H3C1530             | -347-480VIES                    | ERS2_H3C1540                    | -347-480VIES                    | ERS2_H3C1550 | -347-480VIES |              |
| D3         |              | D1               | 525mA         | 88                              | 97                              | 6700                         | 8000                                 | 2-0-1            | 2-0-1                    | ERS2_D3D1530                    | -347-480VIES                    | ERS2_D3D1540                    | -347-480VIES | ERS2_D3D1550 | -347-480VIES |
| E3         | 525mA        |                  | 99            | 109                             | 7500                            | 9100                         | 2-0-1                                | 2-0-2            | ERS2_E3D1530             | -347-480VIES                    | ERS2_E3D1540                    | -347-480VIES                    | ERS2_E3D1550 | -347-480VIES |              |
| F3         | 525mA        |                  | 112           | 123                             | 8600                            | 10300                        | 2-0-2                                | 2-0-2            | ERS2_F3D1530             | -347-480VIES                    | ERS2_F3D1540                    | -347-480VIES                    | ERS2_F3D1550 | -347-480VIES |              |
| G3         | 525mA        |                  | 125           | 138                             | 9600                            | 11500                        | 2-0-2                                | 2-0-2            | ERS2_G3D1530             | -347-480VIES                    | ERS2_G3D1540                    | -347-480VIES                    | ERS2_G3D1550 | -347-480VIES |              |
| H3         | 525mA        |                  | 138           | 152                             | 10600                           | 12700                        | 2-0-2                                | 3-0-2            | ERS2_H3D1530             | -347-480VIES                    | ERS2_H3D1540                    | -347-480VIES                    | ERS2_H3D1550 | -347-480VIES |              |
| D3         |              | E1               | 525mA         | 88                              | 97                              | 6900                         | 8200                                 | 2-0-1            | 2-0-1                    | ERS2_D3E1530                    | -120-277VIES                    | ERS2_D3E1540                    | -120-277VIES | ERS2_D3E1550 | -120-277VIES |
| E3         | 525mA        |                  | 99            | 109                             | 7700                            | 9300                         | 2-0-1                                | 2-0-2            | ERS2_E3E1530             | -347-480VIES                    | ERS2_E3E1540                    | -347-480VIES                    | ERS2_E3E1550 | -347-480VIES |              |
| F3         | 525mA        |                  | 112           | 123                             | 8800                            | 10600                        | 2-0-1                                | 3-0-2            | ERS2_F3E1530             | -347-480VIES                    | ERS2_F3E1540                    | -347-480VIES                    | ERS2_F3E1550 | -347-480VIES |              |
| G3         | 525mA        |                  | 125           | 138                             | 9800                            | 11800                        | 2-0-2                                | 3-0-2            | ERS2_G3E1530             | -347-480VIES                    | ERS2_G3E1540                    | -347-480VIES                    | ERS2_G3E1550 | -347-480VIES |              |
| H3         | 525mA        |                  | 138           | 152                             | 10800                           | 13000                        | 3-0-2                                | 3-0-2            | ERS2_H3E1530             | -347-480VIES                    | ERS2_H3E1540                    | -347-480VIES                    | ERS2_H3E1550 | -347-480VIES |              |

### NOTES

- Max Operating Ambient 50° C
- 347-480V Not Available in 700mA & 1050mA
- For T Option, Contact Manufacturer

### Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH 17005



# EXHIBIT N

Revised February 6, 2015, Second Revision April 15, 2015

## Scalable Specification Grade Cobrahead

| 525 mA     |              |                  |               |                                 |                                 |                                      |            |       |                                 |              |                                 |              |                                 |              |             |
|------------|--------------|------------------|---------------|---------------------------------|---------------------------------|--------------------------------------|------------|-------|---------------------------------|--------------|---------------------------------|--------------|---------------------------------|--------------|-------------|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE | DRIVE CURRENT | TYPICAL SYSTEM WATTAGE 120-277V | TYPICAL SYSTEM WATTAGE 347-480V | TYPICAL INITIAL LUMENS 5000K & 9000K | BUG RATING |       | IES FILE NUMBERS 347-480V 3000K |              | IES FILE NUMBERS 347-480V 4000K |              | IES FILE NUMBERS 347-480V 5000K |              |             |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2700       | 1-0-1 | 1-0-1                           | ERS1_23A1530 | 347-480VIES                     | ERS1_23A1540 | 347-480Vies                     | ERS1_23A1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3400                                 | 4000       | 1-0-1 | 1-0-1                           | ERS1_A3A1530 | 347-480VIES                     | ERS1_A3A1540 | 347-480Vies                     | ERS1_A3A1550 | 347-480Vies |
| B3         | A1           |                  | 525mA         | 60                              | 66                              | 4500                                 | 5400       | 2-0-1 | 2-0-1                           | ERS1_B3A1530 | 347-480VIES                     | ERS1_B3A1540 | 347-480Vies                     | ERS1_B3A1550 | 347-480Vies |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5500                                 | 6600       | 2-0-1 | 2-0-2                           | ERS1_C3A1530 | 347-480VIES                     | ERS1_C3A1540 | 347-480Vies                     | ERS1_C3A1550 | 347-480Vies |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2800       | 1-0-1 | 1-0-1                           | ERS1_23B1530 | 347-480VIES                     | ERS1_23B1540 | 347-480Vies                     | ERS1_23B1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3500                                 | 4100       | 1-0-1 | 1-0-1                           | ERS1_A3B1530 | 347-480VIES                     | ERS1_A3B1540 | 347-480Vies                     | ERS1_A3B1550 | 347-480Vies |
| B3         | B1           |                  | 525mA         | 60                              | 66                              | 4600                                 | 5500       | 1-0-1 | 2-0-1                           | ERS1_B3B1530 | 347-480VIES                     | ERS1_B3B1540 | 347-480Vies                     | ERS1_B3B1550 | 347-480Vies |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5600                                 | 6800       | 2-0-1 | 2-0-1                           | ERS1_C3B1530 | 347-480VIES                     | ERS1_C3B1540 | 347-480Vies                     | ERS1_C3B1550 | 347-480Vies |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2800       | 1-0-1 | 1-0-1                           | ERS1_23C1530 | 347-480VIES                     | ERS1_23C1540 | 347-480Vies                     | ERS1_23C1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3500                                 | 4100       | 1-0-1 | 1-0-1                           | ERS1_A3C1530 | 347-480VIES                     | ERS1_A3C1540 | 347-480Vies                     | ERS1_A3C1550 | 347-480Vies |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4600                                 | 5500       | 1-0-1 | 2-0-1                           | ERS1_B3C1530 | 347-480VIES                     | ERS1_B3C1540 | 347-480Vies                     | ERS1_B3C1550 | 347-480Vies |
| C3         | C1           |                  | 525mA         | 73                              | 80                              | 5600                                 | 6800       | 2-0-1 | 2-0-1                           | ERS1_C3C1530 | 347-480VIES                     | ERS1_C3C1540 | 347-480Vies                     | ERS1_C3C1550 | 347-480Vies |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2700       | 1-0-1 | 1-0-1                           | ERS1_23D1530 | 347-480VIES                     | ERS1_23D1540 | 347-480Vies                     | ERS1_23D1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3400                                 | 4000       | 1-0-1 | 1-0-1                           | ERS1_A3D1530 | 347-480VIES                     | ERS1_A3D1540 | 347-480Vies                     | ERS1_A3D1550 | 347-480Vies |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4500                                 | 5400       | 1-0-1 | 1-0-1                           | ERS1_B3D1530 | 347-480VIES                     | ERS1_B3D1540 | 347-480Vies                     | ERS1_B3D1550 | 347-480Vies |
| C3         | D1           |                  | 525mA         | 73                              | 80                              | 5500                                 | 6600       | 1-0-1 | 2-0-1                           | ERS1_C3D1530 | 347-480VIES                     | ERS1_C3D1540 | 347-480Vies                     | ERS1_C3D1550 | 347-480Vies |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2800       | 1-0-1 | 1-0-1                           | ERS1_23E1530 | 347-480VIES                     | ERS1_23E1540 | 347-480Vies                     | ERS1_23E1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3500                                 | 4100       | 1-0-1 | 1-0-1                           | ERS1_A3E1530 | 347-480VIES                     | ERS1_A3E1540 | 347-480Vies                     | ERS1_A3E1550 | 347-480Vies |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4600                                 | 5500       | 1-0-1 | 2-0-1                           | ERS1_B3E1530 | 347-480VIES                     | ERS1_B3E1540 | 347-480Vies                     | ERS1_B3E1550 | 347-480Vies |
| C3         | E1           |                  | 525mA         | 73                              | 80                              | 5600                                 | 6800       | 2-0-1 | 2-0-1                           | ERS1_C3E1530 | 347-480VIES                     | ERS1_C3E1540 | 347-480Vies                     | ERS1_C3E1550 | 347-480Vies |

### NOTES:

- Max Operating Ambient 50°C
- 347-480V Not Available in 700mA & 1050mA
- For T Option (Contact Manufacturer)

### Lumen Maintenance

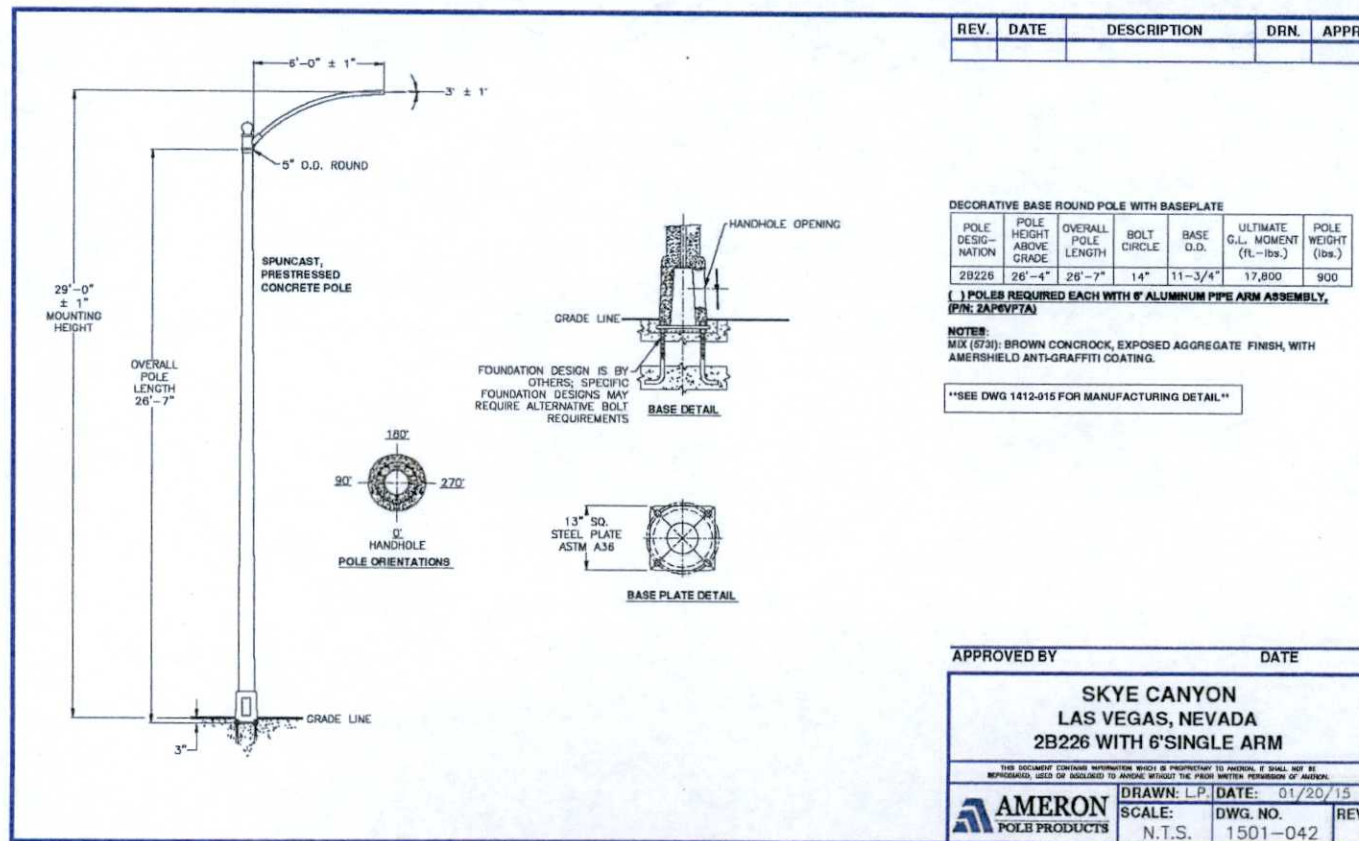
- Projected L91 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

EXHIBIT N

Revised February 6, 2015

Second Revision April 15, 2015

Major Lane





## Ordering Number Logic

### Scalable Specification Grade Cobrahead (ERS2)



ERS2

| PROD. ID                           | VOLTAGE      | OPTICAL CODE                                   | PHOTOMETRIC TYPE         | DRIVE CURRENT | LED COLOR TEMP                                                          | PE FUNCTION                                                 | COLOR       | OPTIONS                                                            |
|------------------------------------|--------------|------------------------------------------------|--------------------------|---------------|-------------------------------------------------------------------------|-------------------------------------------------------------|-------------|--------------------------------------------------------------------|
| E = Evolve                         | 0 = 120-277* | Product Tier                                   | A1 = Extra Narrow        | 5 = 525mA     | 30 = 3000K                                                              | 1 = None                                                    | BLK = Black | D = Wired Dimming                                                  |
| R = Roadway                        | 1 = 130      | 1 = Specification                              | B1 = Narrow              | 7 = 700mA     | 40 = 4000K                                                              | 2 = PE Receptacle                                           | GRAY = Gray | E = External Bubble Level                                          |
| S = Scalable                       | 2 = 208      | 2 = Specification                              | C1 = Asymmetric (Short)  | 1 = 1050mA    | 50 = 5000K                                                              | 4 = PE Receptacle & Shorting Cap                            | RAL # 8011  | F = Fusing                                                         |
| 2 = Double Module Optical Assembly | 3 = 240      | See Charts for all levels                      | D1 = Asymmetric Forward  |               | NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5300K | 5 = PE Receptacle & ANSI C136.41-7-pin Dimming Receptacle   | Mt. Brown   | G = Internal Bubble Level                                          |
|                                    | 4 = 277      |                                                | E1 = Asymmetric (Medium) |               |                                                                         | A = ANSI C136.41-7-pin Dimming Receptacle with Shorting Cap |             | L = Tool-Less Entry                                                |
|                                    | H = 347-480* |                                                |                          |               |                                                                         |                                                             |             | R = Additional Secondary Surge Protection Device                   |
|                                    | D = 347      |                                                |                          |               |                                                                         |                                                             |             | T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002 |
|                                    | S = 480      |                                                |                          |               |                                                                         |                                                             |             | - Rating 1 - 10kV/5kA Location Category (120 events)               |
|                                    |              | * Fusing not available with Voltage "D" or "H" |                          |               |                                                                         |                                                             |             | - Rating 2 - 6kV/3kA Location Category C-Low (5000 events)         |
|                                    |              |                                                |                          |               |                                                                         |                                                             |             | XXX = Special Options                                              |
|                                    |              |                                                |                          |               |                                                                         |                                                             |             | 112: House Side Optic                                              |

| 525 mA     |              | TYPICAL SYSTEM WATTAGE |               | TYPICAL SYSTEM LUMENS |          | BUG RATING |       | IES FILE NUMBERS |              | IES FILE NUMBERS |              | IES FILE NUMBERS |              |              |
|------------|--------------|------------------------|---------------|-----------------------|----------|------------|-------|------------------|--------------|------------------|--------------|------------------|--------------|--------------|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE       | DRIVE CURRENT | 120-277V              | 347-480V | 3000K      | 4000K | 5000K            | 120-277V     | 3000K            | 120-277V     | 4000K            | 120-277V     | 5000K        |
| D3         |              | A1                     | 525mA         | 88                    | 97       | 6700       | 8000  | 2-0-2            | ERS2_03A1S30 | -120-277VIES     | ERS2_03A1S40 | -120-277VIES     | ERS2_03A1S50 | -120-277VIES |
| E3         |              |                        | 525mA         | 99                    | 109      | 7500       | 9100  | 2-0-2            | ERS2_E3A1S30 | -120-277VIES     | ERS2_E3A1S40 | -120-277VIES     | ERS2_E3A1S50 | -120-277VIES |
| F3         |              |                        | 525mA         | 112                   | 123      | 8600       | 10300 | 2-0-2            | ERS2_F3A1S30 | -120-277VIES     | ERS2_F3A1S40 | -120-277VIES     | ERS2_F3A1S50 | -120-277VIES |
| G3         |              |                        | 525mA         | 125                   | 138      | 9600       | 11500 | 3-0-2            | ERS2_G3A1S30 | -120-277VIES     | ERS2_G3A1S40 | -120-277VIES     | ERS2_G3A1S50 | -120-277VIES |
| H3         |              |                        | 525mA         | 138                   | 152      | 10600      | 12700 | 3-0-2            | ERS2_H3A1S30 | -120-277VIES     | ERS2_H3A1S40 | -120-277VIES     | ERS2_H3A1S50 | -120-277VIES |
| D1         |              | B1                     | 525mA         | 88                    | 97       | 6900       | 8200  | 2-0-1            | ERS2_03B1S30 | -120-277VIES     | ERS2_03B1S40 | -120-277VIES     | ERS2_03B1S50 | -120-277VIES |
| E1         |              |                        | 525mA         | 99                    | 109      | 7700       | 9300  | 2-0-1            | ERS2_E1B1S30 | -120-277VIES     | ERS2_E1B1S40 | -120-277VIES     | ERS2_E1B1S50 | -120-277VIES |
| F1         |              |                        | 525mA         | 112                   | 123      | 8800       | 10600 | 2-0-1            | ERS2_F1B1S30 | -120-277VIES     | ERS2_F1B1S40 | -120-277VIES     | ERS2_F1B1S50 | -120-277VIES |
| G1         |              |                        | 525mA         | 125                   | 138      | 9800       | 11800 | 3-0-2            | ERS2_G1B1S30 | -120-277VIES     | ERS2_G1B1S40 | -120-277VIES     | ERS2_G1B1S50 | -120-277VIES |
| H1         |              |                        | 525mA         | 138                   | 152      | 10800      | 13000 | 3-0-2            | ERS2_H1B1S30 | -120-277VIES     | ERS2_H1B1S40 | -120-277VIES     | ERS2_H1B1S50 | -120-277VIES |
| D3         |              | C1                     | 525mA         | 88                    | 97       | 6900       | 8200  | 2-0-1            | ERS2_03C1S30 | -120-277VIES     | ERS2_03C1S40 | -120-277VIES     | ERS2_03C1S50 | -120-277VIES |
| E3         |              |                        | 525mA         | 99                    | 109      | 7700       | 9300  | 2-0-1            | ERS2_E3C1S30 | -120-277VIES     | ERS2_E3C1S40 | -120-277VIES     | ERS2_E3C1S50 | -120-277VIES |
| F3         |              |                        | 525mA         | 112                   | 123      | 8800       | 10600 | 2-0-1            | ERS2_F3C1S30 | -120-277VIES     | ERS2_F3C1S40 | -120-277VIES     | ERS2_F3C1S50 | -120-277VIES |
| G3         |              |                        | 525mA         | 125                   | 138      | 9800       | 11800 | 3-0-2            | ERS2_G3C1S30 | -120-277VIES     | ERS2_G3C1S40 | -120-277VIES     | ERS2_G3C1S50 | -120-277VIES |
| H3         |              |                        | 525mA         | 138                   | 152      | 10800      | 13000 | 3-0-2            | ERS2_H3C1S30 | -120-277VIES     | ERS2_H3C1S40 | -120-277VIES     | ERS2_H3C1S50 | -120-277VIES |
| D1         |              | D1                     | 525mA         | 88                    | 97       | 6900       | 8200  | 2-0-1            | ERS2_03D1S30 | -120-277VIES     | ERS2_03D1S40 | -120-277VIES     | ERS2_03D1S50 | -120-277VIES |
| E1         |              |                        | 525mA         | 99                    | 109      | 7500       | 9100  | 2-0-1            | ERS2_E1D1S30 | -120-277VIES     | ERS2_E1D1S40 | -120-277VIES     | ERS2_E1D1S50 | -120-277VIES |
| F1         |              |                        | 525mA         | 112                   | 123      | 8600       | 10300 | 2-0-2            | ERS2_F1D1S30 | -120-277VIES     | ERS2_F1D1S40 | -120-277VIES     | ERS2_F1D1S50 | -120-277VIES |
| G1         |              |                        | 525mA         | 125                   | 138      | 9600       | 11500 | 2-0-2            | ERS2_G1D1S30 | -120-277VIES     | ERS2_G1D1S40 | -120-277VIES     | ERS2_G1D1S50 | -120-277VIES |
| H1         |              |                        | 525mA         | 138                   | 152      | 10600      | 12700 | 3-0-2            | ERS2_H1D1S30 | -120-277VIES     | ERS2_H1D1S40 | -120-277VIES     | ERS2_H1D1S50 | -120-277VIES |
| D3         |              | E1                     | 525mA         | 88                    | 97       | 6900       | 8300  | 2-0-1            | ERS2_03E1S30 | -120-277VIES     | ERS2_03E1S40 | -120-277VIES     | ERS2_03E1S50 | -120-277VIES |
| E3         |              |                        | 525mA         | 99                    | 109      | 7700       | 9300  | 2-0-1            | ERS2_E3E1S30 | -120-277VIES     | ERS2_E3E1S40 | -120-277VIES     | ERS2_E3E1S50 | -120-277VIES |
| F3         |              |                        | 525mA         | 112                   | 123      | 8800       | 10600 | 2-0-1            | ERS2_F3E1S30 | -120-277VIES     | ERS2_F3E1S40 | -120-277VIES     | ERS2_F3E1S50 | -120-277VIES |
| G3         |              |                        | 525mA         | 125                   | 138      | 9800       | 11800 | 3-0-2            | ERS2_G3E1S30 | -120-277VIES     | ERS2_G3E1S40 | -120-277VIES     | ERS2_G3E1S50 | -120-277VIES |
| H3         |              |                        | 525mA         | 138                   | 152      | 10800      | 13000 | 3-0-2            | ERS2_H3E1S30 | -120-277VIES     | ERS2_H3E1S40 | -120-277VIES     | ERS2_H3E1S50 | -120-277VIES |

## NOTES:

- Max Operating Ambient 50° C
- Some 347-480V Not DLC Listed (Contact Manufacturer)
- For T Option Availability (Contact Manufacturer)

## Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005



# EXHIBIT N

Revised February 6, 2015, Second Revision April 15, 2015

## Scalable Specification Grade Cobrahead

| 525 mA     |              |                  |               |                                 |                                 |                                |            |       |                                 |              |                                 |              |                                 |              |             |
|------------|--------------|------------------|---------------|---------------------------------|---------------------------------|--------------------------------|------------|-------|---------------------------------|--------------|---------------------------------|--------------|---------------------------------|--------------|-------------|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE | DRIVE CURRENT | TYPICAL SYSTEM WATTAGE 120-277V | TYPICAL SYSTEM WATTAGE 347-480V | TYPICAL INITIAL LUMENS @ 5000K | BUG RATING |       | IES FILE NUMBERS 347-480V 3000K |              | IES FILE NUMBERS 347-480V 4000K |              | IES FILE NUMBERS 347-480V 5000K |              |             |
| Z3         | A1           |                  | 525mA         | 31                              | 34                              | 2300                           | 2700       | 1-0-1 | 1-0-1                           | ERS1_23A1530 | 347-480VIES                     | ERS1_23A1540 | 347-480Vies                     | ERS1_23A1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3400                           | 4000       | 1-0-1 | 1-0-1                           | ERS1_A3A1530 | 347-480VIES                     | ERS1_A3A1540 | 347-480Vies                     | ERS1_A3A1550 | 347-480Vies |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4500                           | 5400       | 2-0-1 | 2-0-1                           | ERS1_B3A1530 | 347-480VIES                     | ERS1_B3A1540 | 347-480Vies                     | ERS1_B3A1550 | 347-480Vies |
| C3         | B1           |                  | 525mA         | 73                              | 80                              | 5500                           | 6600       | 2-0-1 | 2-0-2                           | ERS1_C3A1530 | 347-480VIES                     | ERS1_C3A1540 | 347-480Vies                     | ERS1_C3A1550 | 347-480Vies |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                           | 2800       | 1-0-1 | 1-0-1                           | ERS1_23B1530 | 347-480VIES                     | ERS1_23B1540 | 347-480Vies                     | ERS1_23B1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3500                           | 4100       | 1-0-1 | 1-0-1                           | ERS1_A3B1530 | 347-480VIES                     | ERS1_A3B1540 | 347-480Vies                     | ERS1_A3B1550 | 347-480Vies |
| B3         | C1           |                  | 525mA         | 60                              | 66                              | 4600                           | 5500       | 1-0-1 | 2-0-1                           | ERS1_B3B1530 | 347-480VIES                     | ERS1_B3B1540 | 347-480Vies                     | ERS1_B3B1550 | 347-480Vies |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5600                           | 6800       | 2-0-1 | 2-0-1                           | ERS1_C3B1530 | 347-480VIES                     | ERS1_C3B1540 | 347-480Vies                     | ERS1_C3B1550 | 347-480Vies |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                           | 2800       | 1-0-1 | 1-0-1                           | ERS1_23C1530 | 347-480VIES                     | ERS1_23C1540 | 347-480Vies                     | ERS1_23C1550 | 347-480Vies |
| A3         | D1           |                  | 525mA         | 45                              | 50                              | 3500                           | 4100       | 1-0-1 | 1-0-1                           | ERS1_A3C1530 | 347-480VIES                     | ERS1_A3C1540 | 347-480Vies                     | ERS1_A3C1550 | 347-480Vies |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4600                           | 5500       | 1-0-1 | 2-0-1                           | ERS1_B3C1530 | 347-480VIES                     | ERS1_B3C1540 | 347-480Vies                     | ERS1_B3C1550 | 347-480Vies |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5600                           | 6800       | 2-0-1 | 2-0-1                           | ERS1_C3C1530 | 347-480VIES                     | ERS1_C3C1540 | 347-480Vies                     | ERS1_C3C1550 | 347-480Vies |
| Z3         | E1           |                  | 525mA         | 31                              | 34                              | 2300                           | 2700       | 1-0-1 | 1-0-1                           | ERS1_23D1530 | 347-480VIES                     | ERS1_23D1540 | 347-480Vies                     | ERS1_23D1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3400                           | 4000       | 1-0-1 | 1-0-1                           | ERS1_A3D1530 | 347-480VIES                     | ERS1_A3D1540 | 347-480Vies                     | ERS1_A3D1550 | 347-480Vies |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4500                           | 5400       | 1-0-1 | 1-0-1                           | ERS1_B3D1530 | 347-480VIES                     | ERS1_B3D1540 | 347-480Vies                     | ERS1_B3D1550 | 347-480Vies |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5500                           | 6600       | 1-0-1 | 2-0-1                           | ERS1_C3D1530 | 347-480VIES                     | ERS1_C3D1540 | 347-480Vies                     | ERS1_C3D1550 | 347-480Vies |
| Z3         |              |                  | 525mA         | 31                              | 34                              | 2300                           | 2800       | 1-0-0 | 1-0-1                           | ERS1_23E1530 | 347-480VIES                     | ERS1_23E1540 | 347-480Vies                     | ERS1_23E1550 | 347-480Vies |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3500                           | 4100       | 1-0-1 | 1-0-1                           | ERS1_A3E1530 | 347-480VIES                     | ERS1_A3E1540 | 347-480Vies                     | ERS1_A3E1550 | 347-480Vies |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4600                           | 5500       | 1-0-1 | 2-0-1                           | ERS1_B3E1530 | 347-480VIES                     | ERS1_B3E1540 | 347-480Vies                     | ERS1_B3E1550 | 347-480Vies |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5600                           | 6800       | 2-0-1 | 2-0-1                           | ERS1_C3E1530 | 347-480VIES                     | ERS1_C3E1540 | 347-480Vies                     | ERS1_C3E1550 | 347-480Vies |

### NOTES:

- Max Operating Ambient 50° C
- 347-480V Not Available in 700mA & 1050mA
- For T Option (Contact Manufacturer)

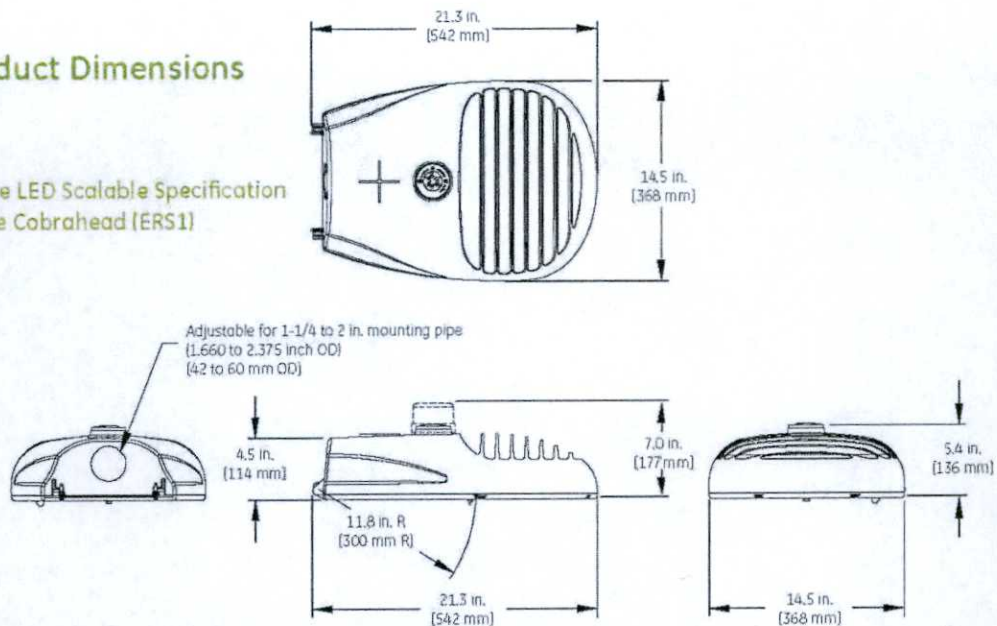
### Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQTMLH17005



## Product Dimensions

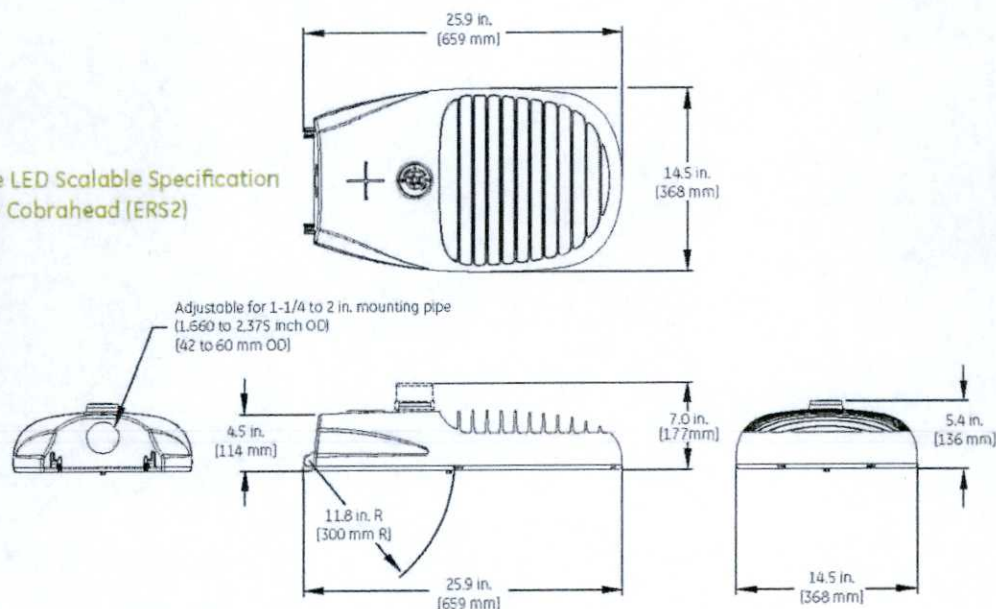
### Evolve LED Scalable Specification Grade Cobrahead (ERS1)



#### DATA

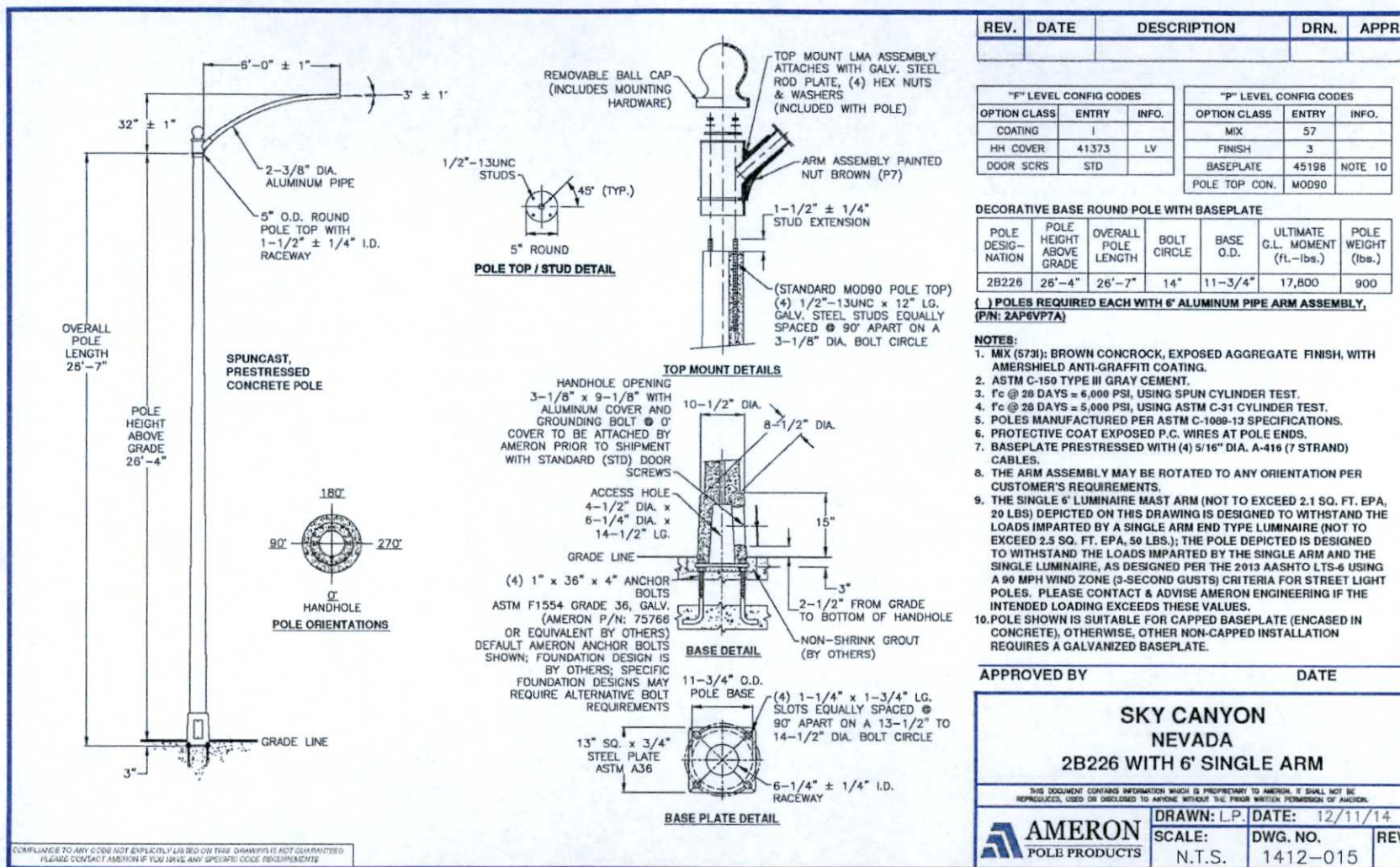
- Approximate Net Weight: 20 to 25 lbs. (9.07 to 11.34 kgs.)  
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.5 sq. ft. max (0.046 sq. m)

### Evolve LED Scalable Specification Grade Cobrahead (ERS2)



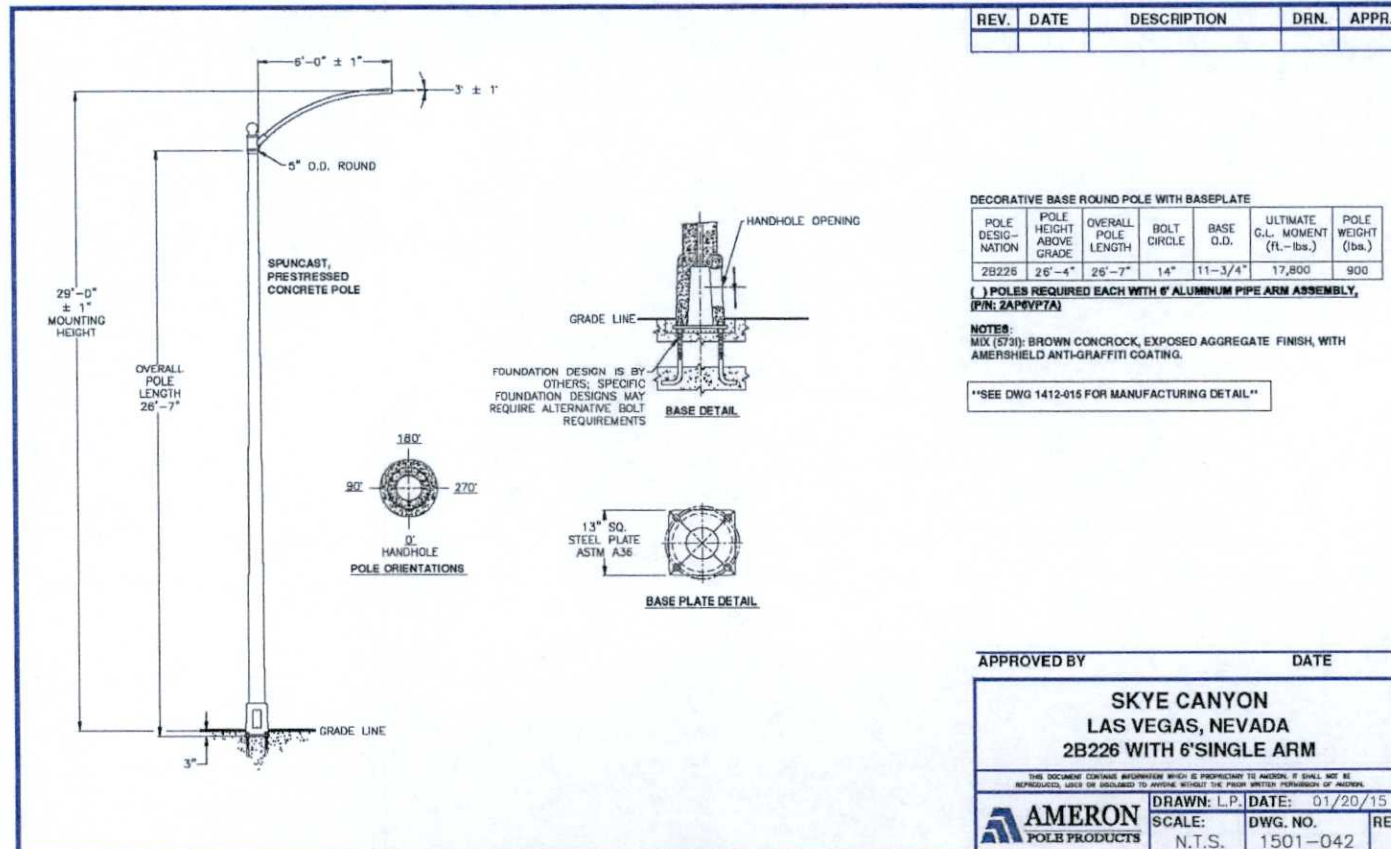
#### DATA

- Approximate Net Weight: 25 to 29 lbs. (11.34 to 13.15 kgs.)  
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.7 sq. ft. max (0.065 sq. m)





Minor Lane with Sidewalk



## Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS2)



ERS2

| PROD. ID                           | VOLTAGE      | OPTICAL CODE                                   | PHOTOMETRIC TYPE                | DRIVE CURRENT | LED COLOR TEMP                                                          | RE FUNCTION                                                 | COLOR       | OPTIONS                                                            |
|------------------------------------|--------------|------------------------------------------------|---------------------------------|---------------|-------------------------------------------------------------------------|-------------------------------------------------------------|-------------|--------------------------------------------------------------------|
| E = Evolve                         | 0 = 120-277V | Product Tier                                   | A1 = Extra Narrow Asymmetric    | 15 = 525mA    | 30 = 3000K                                                              | 1 = None                                                    | BLK = Black | D = Wired Dimming                                                  |
| R = Roadway                        | 1 = 120      | *1 = Specification Grade                       | B1 = Narrow Asymmetric (Medium) | 7 = 700mA     | 40 = 4000K                                                              | 2 = PE Receptacle                                           | GRAY = Gray | E = External Bubble Level                                          |
| S = Scalable                       | 2 = 208      | See Charts for all levels                      | C1 = Asymmetric (Short)         | 1 = 1050mA    | 50 = 5000K                                                              | 4 = PE Receptacle & Shorting Cap                            | RAL # 8011  | F = Fusing                                                         |
| 2 = Double Module Optical Assembly | 3 = 240      |                                                | D1 = Asymmetric Forward         |               | NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5000K | 5 = PE Receptacle & ANSI C136 41-7-pin Dimming Receptacle   | Nut: Brown  | G = Internal Bubble Level                                          |
|                                    | 4 = 277      |                                                | E1 = Asymmetric (Medium)        |               |                                                                         | U = ANSI C136 41-7-pin Dimming Receptacle with Shorting Cap |             | L = Tool-Less Entry                                                |
|                                    | H = 347-480V |                                                |                                 |               |                                                                         |                                                             |             | K = Additional Secondary Surge Protection Device                   |
|                                    | D = 347      |                                                |                                 |               |                                                                         |                                                             |             | T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002 |
|                                    | S = 480      | * Fusing not available with Voltage "D" or "H" |                                 |               |                                                                         |                                                             |             | - Rating 1 - 10kV/5kA Location Category (120 events)               |
|                                    |              |                                                |                                 |               |                                                                         |                                                             |             | - Rating 2 - 6kV/3kA Location Category C-Low (5000 events)         |
|                                    |              |                                                |                                 |               |                                                                         |                                                             |             | XXX = Special Options                                              |
|                                    |              |                                                |                                 |               |                                                                         |                                                             |             | 112 = House Side Optic                                             |

| 525 mA     |              |                  |               |                                 |                                 |                              |                              |                  |                                 |
|------------|--------------|------------------|---------------|---------------------------------|---------------------------------|------------------------------|------------------------------|------------------|---------------------------------|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE | DRIVE CURRENT | TYPICAL SYSTEM WATTAGE 120-277V | TYPICAL SYSTEM WATTAGE 347-480V | TYPICAL INITIAL LUMENS 3000K | TYPICAL INITIAL LUMENS 4000K | BUG RATING 3000K | IES FILE NUMBERS 120-277V 3000K |
| D3         |              | A1               | 525mA         | 88                              | 97                              | 6700                         | 8000                         | 2-0-2            | ERS2_05A1530_-120-277VIES       |
| E1         |              | A1               | 525mA         | 99                              | 109                             | 7500                         | 9100                         | 2-0-2            | ERS2_05A1530_-120-277VIES       |
| F3         |              | A1               | 525mA         | 112                             | 123                             | 8600                         | 10300                        | 2-0-2            | ERS2_05A1530_-120-277VIES       |
| G3         |              | A1               | 525mA         | 125                             | 138                             | 9600                         | 11500                        | 3-0-2            | ERS2_05A1530_-120-277VIES       |
| H3         |              | A1               | 525mA         | 138                             | 152                             | 10600                        | 12700                        | 3-0-2            | ERS2_05A1530_-120-277VIES       |
| D3         |              | B1               | 525mA         | 88                              | 97                              | 6900                         | 8200                         | 2-0-1            | ERS2_08B1530_-120-277VIES       |
| E1         |              | B1               | 525mA         | 99                              | 109                             | 7700                         | 9300                         | 2-0-1            | ERS2_08B1530_-120-277VIES       |
| F3         |              | B1               | 525mA         | 112                             | 123                             | 8800                         | 10600                        | 2-0-1            | ERS2_08B1530_-120-277VIES       |
| G3         |              | B1               | 525mA         | 125                             | 138                             | 9800                         | 11800                        | 3-0-2            | ERS2_08B1530_-120-277VIES       |
| H3         |              | B1               | 525mA         | 138                             | 152                             | 10800                        | 13000                        | 3-0-2            | ERS2_08B1530_-120-277VIES       |
| D3         |              | C1               | 525mA         | 88                              | 97                              | 6900                         | 8200                         | 2-0-1            | ERS2_09C1530_-120-277VIES       |
| E1         |              | C1               | 525mA         | 99                              | 109                             | 7700                         | 9300                         | 2-0-1            | ERS2_09C1530_-120-277VIES       |
| F3         |              | C1               | 525mA         | 112                             | 123                             | 8800                         | 10600                        | 2-0-1            | ERS2_09C1530_-120-277VIES       |
| G3         |              | C1               | 525mA         | 125                             | 138                             | 9800                         | 11800                        | 3-0-2            | ERS2_09C1530_-120-277VIES       |
| H3         |              | C1               | 525mA         | 138                             | 152                             | 10800                        | 13000                        | 3-0-2            | ERS2_09C1530_-120-277VIES       |
| D3         |              | D1               | 525mA         | 88                              | 97                              | 6700                         | 8000                         | 2-0-1            | ERS2_03D1530_-120-277VIES       |
| E1         |              | D1               | 525mA         | 99                              | 109                             | 7500                         | 9100                         | 2-0-1            | ERS2_03D1530_-120-277VIES       |
| F3         |              | D1               | 525mA         | 112                             | 123                             | 8600                         | 10300                        | 2-0-2            | ERS2_03D1530_-120-277VIES       |
| G3         |              | D1               | 525mA         | 125                             | 138                             | 9600                         | 11500                        | 2-0-2            | ERS2_03D1530_-120-277VIES       |
| H3         |              | D1               | 525mA         | 138                             | 152                             | 10600                        | 12700                        | 2-0-2            | ERS2_03D1530_-120-277VIES       |
| D3         |              | E1               | 525mA         | 88                              | 97                              | 6900                         | 8200                         | 2-0-1            | ERS2_03E1530_-120-277VIES       |
| E1         |              | E1               | 525mA         | 99                              | 109                             | 7700                         | 9300                         | 2-0-1            | ERS2_03E1530_-120-277VIES       |
| F3         |              | E1               | 525mA         | 112                             | 123                             | 8800                         | 10600                        | 2-0-1            | ERS2_03E1530_-120-277VIES       |
| G3         |              | E1               | 525mA         | 125                             | 138                             | 9800                         | 11800                        | 2-0-2            | ERS2_03E1530_-120-277VIES       |
| H3         |              | E1               | 525mA         | 138                             | 152                             | 10800                        | 13000                        | 3-0-2            | ERS2_03E1530_-120-277VIES       |

### NOTES:

- Max Operating Ambient 50° C
- Some 347-480V Not DLC Listed (Contact Manufacturer)
- For T Option Availability (Contact Manufacturer)

### Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005



# EXHIBIT N

Revised February 6, 2015, Second Revision April 15, 2015

## Scalable Specification Grade Cobrahead

| 525 mA     |              |                  |               |                                 |                                 |                                      |                                |       |                                 |              |                                 |              |                                 |              |              |
|------------|--------------|------------------|---------------|---------------------------------|---------------------------------|--------------------------------------|--------------------------------|-------|---------------------------------|--------------|---------------------------------|--------------|---------------------------------|--------------|--------------|
| PRODUCT ID | OPTICAL CODE | PHOTOMETRIC TYPE | DRIVE CURRENT | TYPICAL SYSTEM VOLTAGE 120-277V | TYPICAL SYSTEM VOLTAGE 347-480V | TYPICAL INITIAL LUMENS 3000K & 5000K | BUG RATING 3000K 4000K & 5000K |       | IES FILE NUMBERS 347-480V 3000K |              | IES FILE NUMBERS 347-480V 4000K |              | IES FILE NUMBERS 347-480V 5000K |              |              |
| Z5         | A1           |                  | 525mA         | 31                              | 34                              | 2300                                 | 2700                           | 1-0-1 | 1-0-1                           | ERS1_23A1530 | 347-480V/IES                    | ERS1_23A1540 | 347-480V/IES                    | ERS1_23A1550 | 347-480V/IES |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3400                                 | 4000                           | 1-0-1 | 1-0-1                           | ERS1_A3A1530 | 347-480V/IES                    | ERS1_A3A1540 | 347-480V/IES                    | ERS1_A3A1550 | 347-480V/IES |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4500                                 | 5400                           | 2-0-1 | 2-0-1                           | ERS1_B3A1530 | 347-480V/IES                    | ERS1_B3A1540 | 347-480V/IES                    | ERS1_B3A1550 | 347-480V/IES |
| C3         | B1           |                  | 525mA         | 73                              | 80                              | 5500                                 | 6600                           | 2-0-1 | 2-0-2                           | ERS1_C3A1530 | 347-480V/IES                    | ERS1_C3A1540 | 347-480V/IES                    | ERS1_C3A1550 | 347-480V/IES |
| Z5         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2800                           | 1-0-1 | 1-0-1                           | ERS1_23B1530 | 347-480V/IES                    | ERS1_23B1540 | 347-480V/IES                    | ERS1_23B1550 | 347-480V/IES |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3500                                 | 4100                           | 1-0-1 | 1-0-1                           | ERS1_A3B1530 | 347-480V/IES                    | ERS1_A3B1540 | 347-480V/IES                    | ERS1_A3B1550 | 347-480V/IES |
| B3         | C1           |                  | 525mA         | 60                              | 66                              | 4600                                 | 5500                           | 1-0-1 | 2-0-1                           | ERS1_B3B1530 | 347-480V/IES                    | ERS1_B3B1540 | 347-480V/IES                    | ERS1_B3B1550 | 347-480V/IES |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5600                                 | 6800                           | 2-0-1 | 2-0-1                           | ERS1_C3B1530 | 347-480V/IES                    | ERS1_C3B1540 | 347-480V/IES                    | ERS1_C3B1550 | 347-480V/IES |
| Z5         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2800                           | 1-0-1 | 1-0-1                           | ERS1_23C1530 | 347-480V/IES                    | ERS1_23C1540 | 347-480V/IES                    | ERS1_23C1550 | 347-480V/IES |
| A3         | D1           |                  | 525mA         | 45                              | 50                              | 3500                                 | 4100                           | 1-0-1 | 1-0-1                           | ERS1_A3C1530 | 347-480V/IES                    | ERS1_A3C1540 | 347-480V/IES                    | ERS1_A3C1550 | 347-480V/IES |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4600                                 | 5500                           | 1-0-1 | 2-0-1                           | ERS1_B3C1530 | 347-480V/IES                    | ERS1_B3C1540 | 347-480V/IES                    | ERS1_B3C1550 | 347-480V/IES |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5600                                 | 6800                           | 2-0-1 | 2-0-1                           | ERS1_C3C1530 | 347-480V/IES                    | ERS1_C3C1540 | 347-480V/IES                    | ERS1_C3C1550 | 347-480V/IES |
| Z5         | E1           |                  | 525mA         | 31                              | 34                              | 2300                                 | 2700                           | 1-0-1 | 1-0-1                           | ERS1_23D1530 | 347-480V/IES                    | ERS1_23D1540 | 347-480V/IES                    | ERS1_23D1550 | 347-480V/IES |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3400                                 | 4000                           | 1-0-1 | 1-0-1                           | ERS1_A3D1530 | 347-480V/IES                    | ERS1_A3D1540 | 347-480V/IES                    | ERS1_A3D1550 | 347-480V/IES |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4500                                 | 5400                           | 1-0-1 | 1-0-1                           | ERS1_B3D1530 | 347-480V/IES                    | ERS1_B3D1540 | 347-480V/IES                    | ERS1_B3D1550 | 347-480V/IES |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5500                                 | 6600                           | 1-0-1 | 2-0-1                           | ERS1_C3D1530 | 347-480V/IES                    | ERS1_C3D1540 | 347-480V/IES                    | ERS1_C3D1550 | 347-480V/IES |
| Z5         |              |                  | 525mA         | 31                              | 34                              | 2300                                 | 2800                           | 1-0-0 | 1-0-1                           | ERS1_23E1530 | 347-480V/IES                    | ERS1_23E1540 | 347-480V/IES                    | ERS1_23E1550 | 347-480V/IES |
| A3         |              |                  | 525mA         | 45                              | 50                              | 3500                                 | 4100                           | 1-0-1 | 1-0-1                           | ERS1_A3E1530 | 347-480V/IES                    | ERS1_A3E1540 | 347-480V/IES                    | ERS1_A3E1550 | 347-480V/IES |
| B3         |              |                  | 525mA         | 60                              | 66                              | 4600                                 | 5500                           | 1-0-1 | 2-0-1                           | ERS1_B3E1530 | 347-480V/IES                    | ERS1_B3E1540 | 347-480V/IES                    | ERS1_B3E1550 | 347-480V/IES |
| C3         |              |                  | 525mA         | 73                              | 80                              | 5600                                 | 6800                           | 2-0-1 | 2-0-1                           | ERS1_C3E1530 | 347-480V/IES                    | ERS1_C3E1540 | 347-480V/IES                    | ERS1_C3E1550 | 347-480V/IES |

### NOTES:

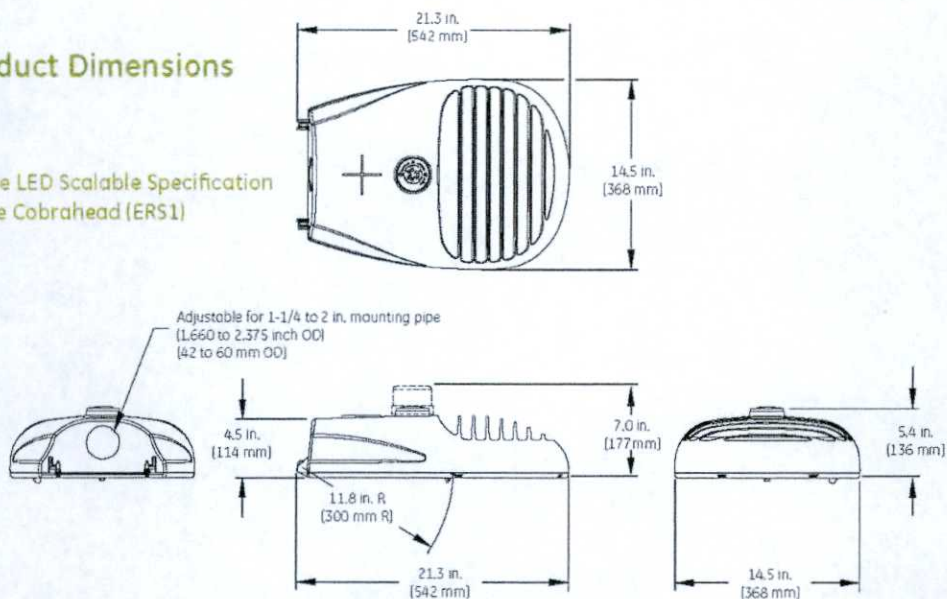
- Max Operating Ambient 50° C
- 347-480V Not Available in 700mA & 1050mA
- For T Option (Contact Manufacturer)

### Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
  - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

## Product Dimensions

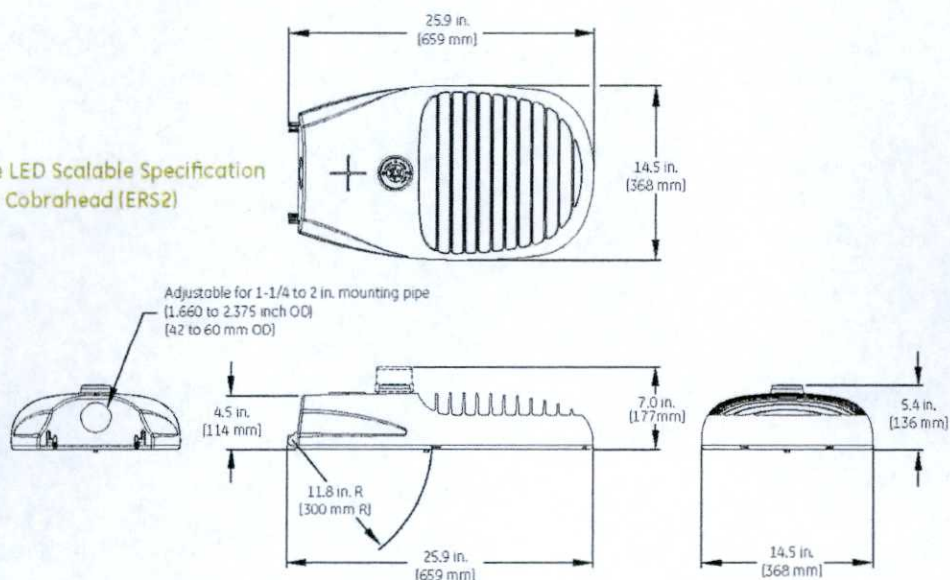
### Evolve LED Scalable Specification Grade Cobrahead (ERS1)



#### DATA

- Approximate Net Weight: 20 to 25 lbs. (9.07 to 11.34 kgs.)  
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.5 sq. ft. max (0.046 sq. m)

### Evolve LED Scalable Specification Grade Cobrahead (ERS2)



#### DATA

- Approximate Net Weight: 25 to 29 lbs. (11.34 to 13.15 kgs.)  
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.7 sq. ft. max (0.065 sq. m)

# EXHIBIT O

SKYE CANYON DEVELOPMENT  
AGREEMENT  
SHEEP MOUNTAIN PARKWAY  
PAVEMENT SECTION

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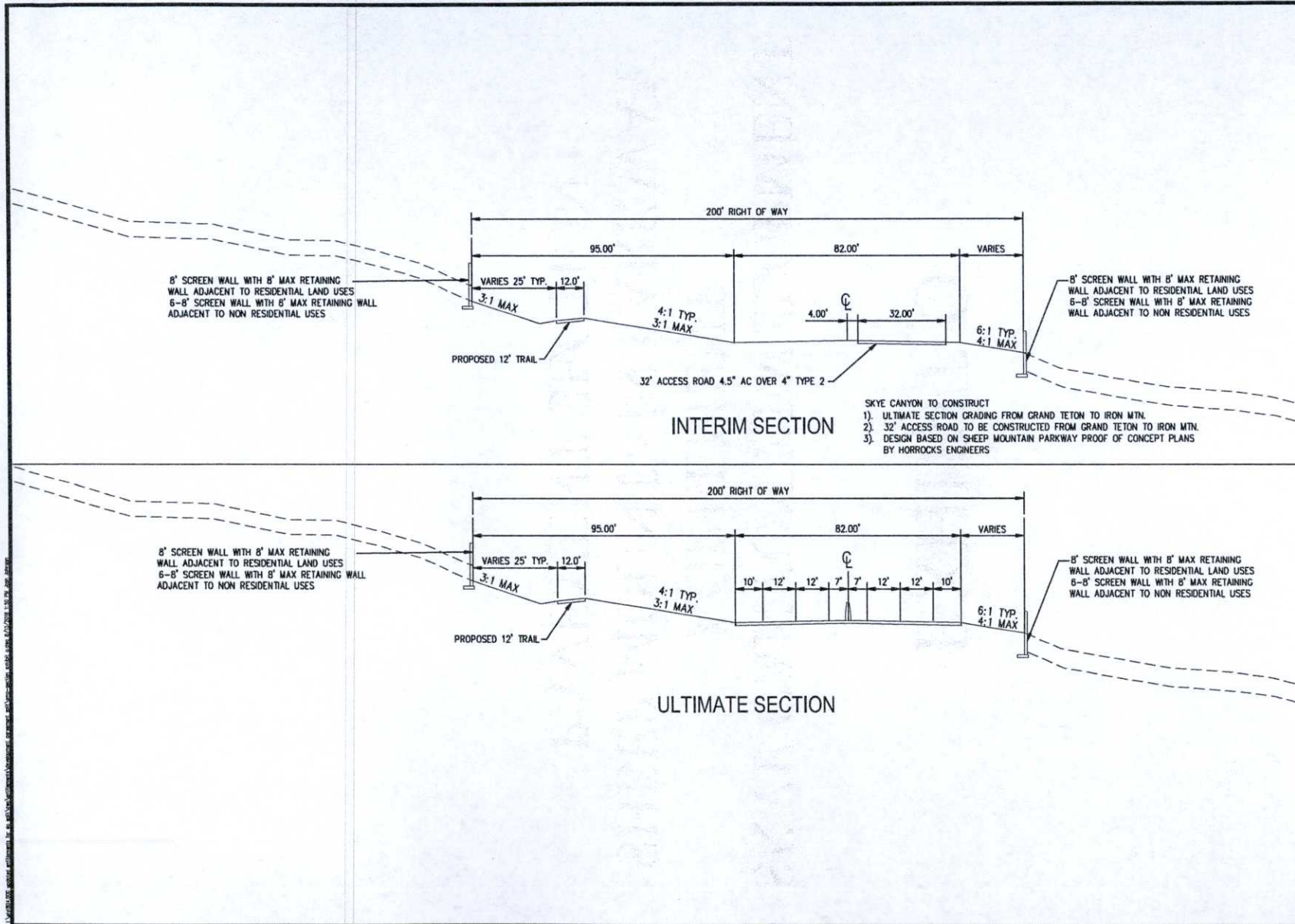


| NO. | DESCRIPTION | DATE | BY | CHK | APP |
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|     |             |      |    |     |     |

SHEEP MOUNTAIN PARKWAY  
PAVEMENT SECTION  
EXHIBIT O

DATE: \_\_\_\_\_  
DRAFTER: \_\_\_\_\_  
DESIGNER: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

SHEET 1 OF 1





# EXHIBIT P

SKYE CANYON DEVELOPMENT  
AGREEMENT  
MPU EXHIBIT





EXHIBIT Q

EXHIBIT Q







# Exhibit R

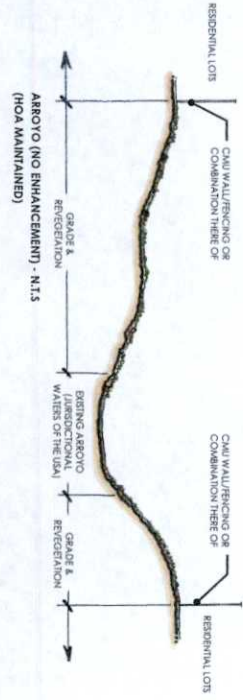
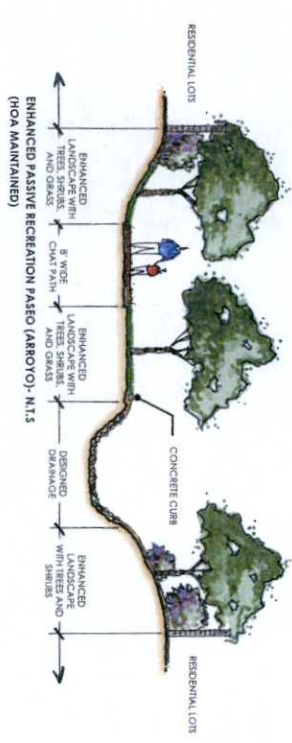
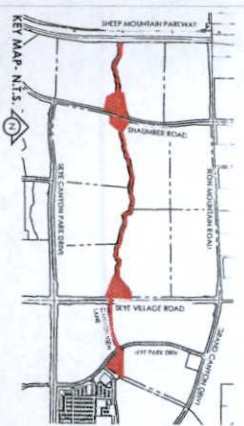
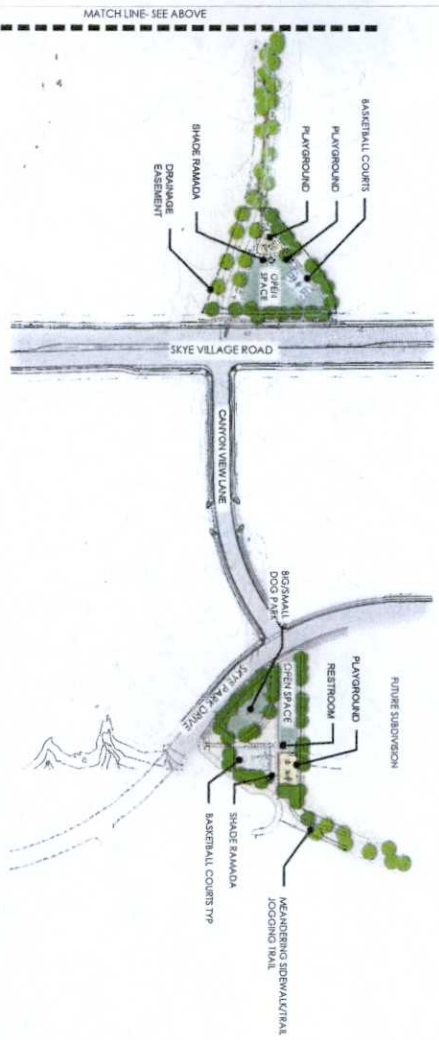
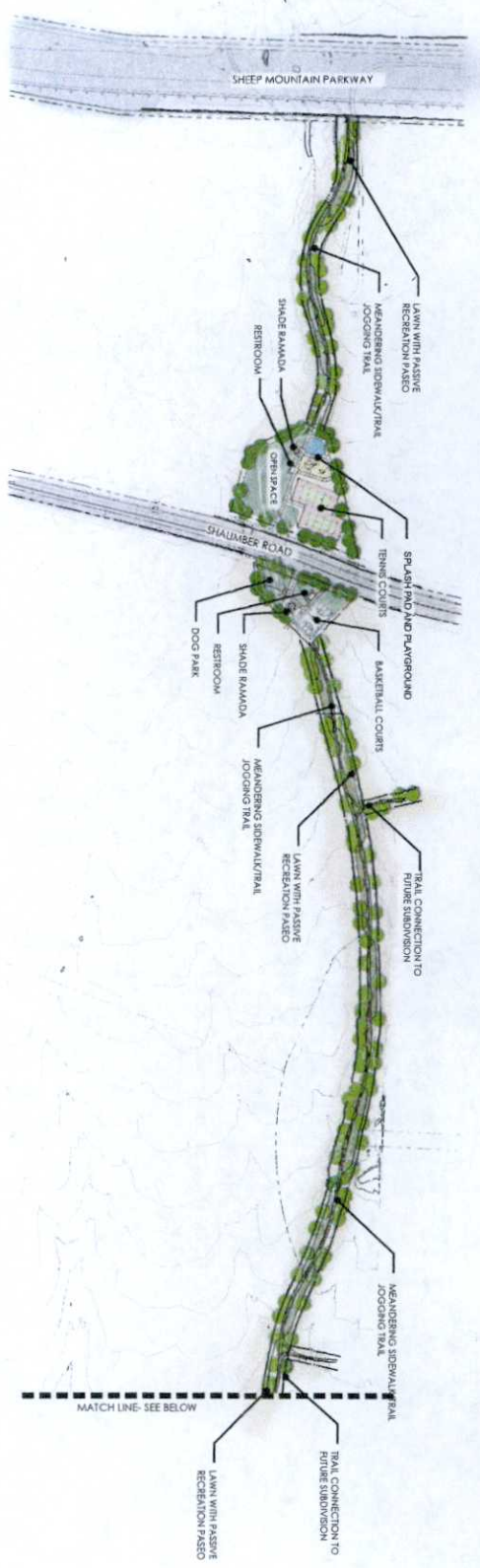


EXHIBIT R

# Exhibit T

**RIGHT-OF-WAY ENCROACHMENT LICENSE  
TERMS AND CONDITIONS**

1. **GRANT OF LICENSE.** The City hereby grants to Master Developer a revocable and non-exclusive permission to enter upon a portion of the City's right-of-way (the "**License Area**") for the planning, installation, operation, maintenance, and replacement of landscaping, irrigation, community signing, and related appurtenances (collectively, the "**Encroachments**").

The City is not granting a building permit or other authorization that would otherwise be required from any department of the City or any other regulatory authority to plan, install, operate, maintain, and replace the Encroachments.

2. **TERM.** This License shall commence as of the effective date of the Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community and shall continue until terminated in accordance with the terms hereunder.

3. **LICENSE FEE.** Master Developer shall have the right to use the License Area at no cost to Master Developer.

4. **NOT A REAL PROPERTY INTEREST.** It is expressly understood that this License does not in any way whatsoever grant or convey any easement, lease, fee of any kind, or other interest in the License Area to Master Developer. The City specifically reserves the right to grant other rights to the License Area that do not unreasonably conflict with the rights granted herein.

5. **PRIOR CONTRACTS AND CONDITION OF TITLE.** Master Developer's rights hereunder are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations, and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the License Area. The City does not warrant title to the License Area.

6. **CONDITION OF LICENSE AREA.** Master Developer acknowledges that it has had full opportunity to examine, study, and inspect the License Area and hereby waives any claim for damages that may arise from any of Master Developer's activities in the License Area. Master Developer's use of the Licensed Area shall be conclusive evidence of Master Developer's acceptance of the condition of the License Area and Master Developer hereby accepts the Licensed Area in its present "**AS IS, WHERE IS, WITH ALL FAULTS CONDITION**" as suitable for the Encroachments. Master Developer accepts the Licensed Area with the full knowledge, understanding, and agreement that the City disclaims any warranty of suitability for Master Developer's intended purposes.

7. **USE RESTRICTIONS.** Master Developer shall conform to and shall cause its employees, business invitees, guests, contractors, and other persons using the Licensed Area pursuant to this License to conform to all and each of the following provisions:

A. Master Developer shall use the Licensed Area solely for the planning, installation, operations, maintenance, and replacement of the Encroachments and no other activities shall be conducted at, on, or from the License Area.

8. **MAINTENANCE OF LICENSE AREA.** Master Developer shall have all responsibility for operation, maintenance, and replacement of the Encroachments on the License Area during the term of this License. Master Developer shall maintain the License Area in a first-class, sound, clean, and attractive manner. If any damage to the License Area occurs, Master Developer shall promptly notify the City.

In the event Master Developer fails or refuses to maintain the Encroachments and the License



Area in a manner reasonably satisfactory to the City, and further fails or refuses to take corrective action within forty-eight (48) hours after its receipt of written notice from the City to so do, the City, at its option, may perform or cause to be performed any repair or maintenance that may be necessary, and the Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said repair or maintenance.

9. PUBLIC SAFETY. If the City, in its sole discretion, determines that the Encroachments present a hazard to the public or to the City, to the City's facilities or to the City's ability to safely and conveniently operate the License Area or the adjacent public right-of-way, Master Developer shall cooperate with the City and immediately remedy the hazard at no cost to the City.

10. TERMINATION/DEFAULT. This License may be terminated by the City, at any time, by serving thirty (30) business days written notice (the "**Termination Period**"). The City covenants to coordinate as necessary with Master Developer to facilitate the removal of the Landscape Improvements. Upon expiration of the Termination Period, this License and all rights of Master Developer shall absolutely cease.

If Master Developer fails to surrender to the City the Licensed Area upon any termination of this License, all liabilities and obligations of Master Developer hereunder shall continue in effect until the License Area is surrendered. Termination shall not release Master Developer from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

Enforcement of the provisions of this License may be sought by the City, by any proceeding at law or in equity, against any person or entity violating or attempting to violate any provision of this License, either to restrain violation, to compel action, or to recover damages. The foregoing enforcement remedy shall be in addition to any fines or penalties provided by law, including the City's Municipal Code Chapter 9.04, Nuisances.

Failure to maintain the Encroachments may be a violation of the City's Municipal Code, Title 19, and may subject Master Developer, its successors and assigns, to civil penalties under the City's Municipal Code Chapter 9.04, Nuisances.

11. RESTORATION OF LICENSE AREA. No later than thirty (30) calendar days after any termination of this License, Master Developer shall, at its own cost and expense, remove the Encroachments and personal property and restore the License Area for its intended public use (the "**Restoration Work**"). Master Developer shall promptly notify City in writing upon completion of the Restoration Work. City shall notify Master Developer within five (5) business days if the Restoration Work is unacceptable to City. In the event the City fails to do so within said five (5) business day period, City shall be deemed to have approved the Restoration Work. If City reasonably objects to any portion of the Restoration Work, within said five (5) business day period, then Master Developer shall have fifteen (15) business days to cure such defects after receipt of City's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, Master Developer shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

Any of Master Developer's Encroachments remaining on the License Area after thirty (30) calendar days after termination of this License may be removed and the License Area restored to its original condition by the City, and Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said removal of the Encroachments and restoration of the License Area by the City.

12. RESERVATIONS. The City specifically reserves to itself and excludes from this License a non-exclusive delegable right (the "Reserved Right") over the entire License Area, including any area that may otherwise be for Master Developer's exclusive use, if any, as follows:

A. The City shall have the right to use and allow others to use the License Area and to construct, open, repair, use, and otherwise deal with all manner of improvements at any location on, over and under the License Area, including any uses that may materially and substantially impair Master Developer's ability to use the License Area for a certain period of time under the terms of this License. By way of example and not limitation, the City may construct additional utilities upon the License Area and may perform work related to public health, safety or welfare; traffic, street or utility improvement construction or repair; change of street grade; and installation or other work relating to sewers, storm drains, water lines, power lines, landscaping, or any other types of structure, work or improvements of any description, whether or not included within or related in any manner to any of the foregoing.

B. Neither the City nor any of its agents or contractors shall be liable to Master Developer or any third party for any disruption to the Encroachments due to any exercise by the City or its agents and contractors of their rights under this License.

C. The City shall have the unilateral right to modify the entirety of the License Area from time to time during the term of this License. Upon the City's request, Master Developer, at its own expense, shall remove, relocate, or protect in place the Encroachments upon thirty (30) calendar days' notice from the City or such shorter notice, or no notice, as the City may determine to be practical under the circumstances. Upon completion of the City exercising its Reserved Right, Master Developer shall replace, at its sole cost and expense, any item temporarily relocated or removed.

D. Master Developer shall actively cooperate with the City to facilitate the City's exercise of the Reserved Right.

E. Except in an emergency, entries by the City or its agent and contractors shall be made only after reasonable notice to Master Developer. Any damage to the Master Developer Encroachments or the License Area or to any part thereof resulting from entry by the City or any third parties shall be promptly repaired or replaced at the sole expense of the party causing said damage.

13. COMPLIANCE WITH LAWS/PERMITS/HOLDS. Master Developer shall, in all activities undertaken pursuant to the License, comply and cause its employees, agents, contractors and subcontractors to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, plans, orders, policies and decrees. Without limiting the generality of the foregoing, Master Developer, at its sole cost and expense, shall obtain any and all approvals and permits which may be required by any law, regulation, or ordinance for any activities Master Developer desires to conduct or have conducted pursuant to this License.

14. INSPECTION. The City and its employees, agents, or contractors may enter and inspect the License Area or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Master Developer's compliance with the terms and conditions of this License.

15. INDEMNIFICATION. To the fullest extent permitted by law, Master Developer shall, and shall cause its contractors, agents, and representatives to release, indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents (collectively, "Indemnitees") for, from, and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses, including, without limitation, court costs, attorney's fees, and costs of investigation (collectively, "Liabilities") of any nature, kind or description directly or indirectly arising out of, resulting from or related to, in whole or in part:

- A. this License;
- B. any rights or interests granted pursuant to this License;
- C. Master Developer's occupation and use of the License Area; or
- D. any act or omission of Master Developer or Master Developer's officers, agents, business invitees and guests, employees, contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over;

The only Liabilities with respect to which Master Developer's obligation to indemnify the Indemnitees does not apply are Liabilities to the extent caused by or arising from the negligence or willful misconduct of any Indemnitee.

Upon written notice from the City, Master Developer agrees to assume the defense, with counsel reasonably approved by the City, of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Master Developer has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Master Developer shall pay all costs incident to such defense, including without limitation, attorney's fees, investigators' fees, litigation, and appeal expenses, settlement payment and amounts paid in satisfaction of judgments.

#### 16. INSURANCE.

A. GENERAL. Master Developer shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. If any work authorized under this License is performed by a contractor or subcontractor hired by Master Developer, then these insurance requirements shall also be met by said contractor or subcontractor. The insurance required hereunder shall not be interpreted to relieve Master Developer of any indemnity or obligation under this License. Master Developer shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized. All insurance and requirements in any form or manner is subject to approval and acceptance by the City.

If Master Developer utilizes umbrella or excess policies to meet limit requirements, these policies must "follow form" and afford no less coverage than the primary policy. If utilized, Master Developer shall waive all rights of recovery and its insurers also waive all rights of subrogation of damages against the City for damages covered by Umbrella or Excess Liability obtained by Master Developer as required by City.

B. COMMERCIAL GENERAL LIABILITY INSURANCE. Master Developer shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractor, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following final completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately, or Master Developer may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other projects or activities of Master

Developer. Any such excess insurance shall be at least as broad as Master Developer's primary insurance.

Type of Coverage: Occurrence Basis  
Amount of Coverage: \$1,000,000 per occurrence; \$2,000,000 annual aggregate  
Policy Period: Annual Policy. Effective for the duration of this License  
Name Insured: Master Developer  
Additional Insured Parties: City of Las Vegas (its elected officials, officers, employees, and agents)

C. MISCELLANEOUS.

1). ACCEPTABLE INSURANCE COMPANY. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

2). PREMIUMS, DEDUCTIBLES AND SELF-INSURED RETENTIONS. Master Developer shall be responsible for payment of premiums for all of the insurance coverages required under this Section. Master Developer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Master Developer are responsible hereunder, Master Developer shall be solely responsible for all deductibles and self-insured retentions.

3). CERTIFICATES OF INSURANCE. Master Developer will deliver to the City a certificate of insurance with respect to each required policy to be provided by Master Developer under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City if so requested.

4). RENEWAL POLICIES. Master Developer shall promptly deliver to the City and each additional insured listed above a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to City and each additional insured listed above not less than thirty (30) calendar days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

5). CANCELLATION OR MODIFICATION. Each insurance policy supplied by Master Developer must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after fourteen (14) calendar days written notice in the case of non-payment of premiums, or thirty (30) calendar days written notice in all other cases, has been given to the City and each additional insured listed above and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

6). NO RECOURSE. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from Master Developer under this Section 17.

7). ENDORSEMENTS AND WAIVERS. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:



i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that Master Developer has left the Licensed Area. Any insurance or self-insurance beyond that specified in this License that is maintained by an insured, additional insured, or their members, directors, officers, employees, and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty or any action or inaction of a named insured or others shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees, and agents.

iii. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. Master Developer shall also provide a waiver of subrogation for the General Liability policy. This waiver must be given by endorsement.

17. **ATTORNEY'S FEES.** In the event of a dispute between the Parties with respect to the terms or conditions of this License, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

18. **CONTINUING LIABILITY.** No termination of this License shall release Master Developer from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the License Area.

19. **SUCCESSOR AND ASSIGNS.** The conditions and restrictions of this License shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Master Developer, its administrators, executors, heirs, and any other successors and or assigns, including any or homeowner's association.

20. **SURVIVAL.** Termination shall not release either party from any liability or obligation under this License, whether indemnity or otherwise, resulting from the acts, omissions or events happening prior to the date of termination, or, if later, the date when the Encroachments are removed and the Licensed Area is restored for its intended public use.

21. **CHOICE OF LAW/VENUE/ATTORNEY'S FEES.** Any litigation related to this License shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this License or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys' fees, incurred therein by the successful party. To the extent such waiver is permitted by law, the Parties shall waive trial by jury in any action or proceeding brought in connection with this License.

22. **NO THIRD-PARTY BENEFICIARIES.** Nothing expressed or implied in this License is intended, or should be construed, to confer upon or give any person or entity not a party to this License any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this License.

23.     **FORCE MAJEURE.** The occurrence of any of the following events shall excuse such obligations of the Parties as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this License may otherwise impose on the party to obey, remedy, or avoid such event.

24.     **NO CLAIMS OF ADVERSE POSSESSION/PRESCRIPTIVE EASEMENT/ABANDONMENT.** Master Developer acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to the License Area or any portion of the Right-of-Way nor any claim that by granting the License, the City has abandoned or vacated the Right-of-Way.

25.     **TIME CALCULATIONS.** All references to "days" herein shall mean calendar days unless otherwise stated. The terms "business days" shall mean Monday thru Friday, exclusive of holidays observed by the State of Nevada. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.